

Microsoft Support Services Exhibit January 2017

(For Microsoft internal purposes only)

ESWO number:

This exhibit is made pursuant to the Microsoft Enterprise Services Work Order identified above ("Work Order"). The Terms of the Work Order are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Work Order. In the event of a conflict between this exhibit and the Work Order, this exhibit will control.

Term

This exhibit will commence and expire contemporaneously with the Work Order (the "Term").

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1 About this document

This Microsoft Support Services Exhibit provides you with information on the professional services for support 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 or other 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 Available support services

This document describes the services available for purchase for **Microsoft Support Services Levels 1, 2, and 3**. Each Level contains a base set of support services that includes Proactive, Reactive and Service Delivery Management and are represented with a "✓". For all Levels, additional services or enhanced services and solutions are available to add to your support package during the Term of your Work Order and are represented with a "+". Throughout this exhibit,  indicates items that you may see listed on your Work Order.

3 Proactive services

3.1 Proactive services

Proactive services help prevent issues in your Microsoft environment and may be scheduled in advance of the service delivery to help ensure resource availability. The Proactive services that follow are available within the support levels as identified herein or detailed on your Work Order.

3.1.1 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
Solution Planning			+
Architecture Services		+	✓ ¹
Proof of Concept		+	+

✓¹ - Consult your Work Order or Service Delivery Manager for quantities included as part of your support level.

Additional services may also be purchased.

+ - Additional service that may be purchased.

✦ **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.

✦ **Architectural Services:** An evaluation of your online services adoption goals which provides guidance, planning and remediation. This evaluation help build better alignment of your teams and environment to online services architecture best practices.

✦ **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.

3.1.2 Implementation services

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

Implementation service types	Support Level		
	1	2	3
Onboarding Services		+	+

+ - Additional service that may be purchased.

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

3.1.3 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
On-demand Assessment*	✓	✓	✓
On-demand Assessment - Remote Engineer Support	+	+	✓ ¹
On-demand Assessment - Onsite Engineer Support		+	+
Assessment Program		+	+
Health Check		+	+
Offline Assessment		+	+
Proactive Monitoring		+	+
Proactive Operations Programs (POP)		+	+
Risk and Health Assessment Program as a Service (RAP as a Service)		+	+
Risk and Health Assessment Program as a Service Plus (RAP as a Service Plus)		+	+

✓ - Included as part of your support level.

✓¹ - Consult your Work Order or Service Delivery Manager for quantities included as part of your support level. Additional services may also be purchased.

+

* On-demand assessment services may not be available for all products

🔗 **On-demand Assessment:** Access to a self-service automated assessment platform that uses log analyses to analyze and assess your Microsoft technology implementation. On-demand Assessments may cover limited technologies. Data usage fees may apply if exceeding the free Azure subscription plans when performing self-service assessments.

🔗 **On-demand Assessment – Remote and Onsite Engineering Support:** In conjunction with the On-demand Assessment use, an onsite Microsoft Engineer at your location (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. Onsite assessments may not be available in all geographies.

In conjunction with the On-demand Assessment use, an onsite Microsoft engineer at your location (for up to two days) and remote Microsoft engineer (for up to one day) can be purchased to assist with analyzing the data and prioritizing remediation recommendations.

✦ **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.

✦ **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.

✦ **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.

✦ **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.

3.1.4 Optimization services

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

Optimization service types	Support Level		
	1	2	3
Adoption Services			+
Adoption Scenario Workshop		✓ ¹	✓ ¹
Adoption Diagnostic			+
Adoption Value Planning, Business Outcome Scorecard, and Enhanced Usage Monitoring			+
Evergreen Readiness			+
Development Focused Services			+
Services Insights for Developers		✓ ¹	✓ ¹
Development Support Assistance			+
IT Services Management		+	+
Lab Services			+
Remediation Services		+	+
Security Services		+	+

✓¹ - Consult your Work Order or Service Delivery Manager for quantities included as part of your support level.

Additional services may also be purchased.

⊕ - 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. Adoption services may contain one or more of the following:

🔗 **Adoption Scenario Workshop:** A two-day remote or onsite workshop showcasing best practices for increasing adoption for a specific online services workload. Workshops are available on an open per-attendee basis or as a dedicated closed delivery to your organization, as specified on your Work Order. Workshops cannot be recorded without express written permission from Microsoft.

- ✦ **Adoption Diagnostic:** An organizational readiness assessment that provides a maturity rating of your existing change management capability. This three-day, remote organizational readiness assessment results in a capability Maturity Report, as well as, recommendations for improvement.
- ✦ **Enhanced Usage Monitoring:** Provides a framework, approach, and key indicators to identify the current usage state, look for areas of improvement to drive and monitor adoption, and lead to realizing more value from Microsoft cloud services.
- ✦ **Adoption Value Planning, Business Outcome Scorecard and Enhanced Usage Monitoring:** Assistance to identify the business benefits from the adoption of Microsoft online services and measure the business benefits through the use of a quarterly scorecard along with a set of usage dashboards for monthly reviews.
- ✦ **Evergreen Readiness:** A monthly review of upcoming online services changes and the roadmap to align and optimize adoption and prepare for change.
- ✦ **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 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.

3.1.5 Education services

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

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

✓ - Included as part of your support level.

+ - Additional service that may be purchased.

✎ **On-demand Education:** Access to a collection of online training materials and online labs from a workshop library digital platform developed by Microsoft support engineers.

✎ **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.

3.1.6 Custom Proactive services

Custom Proactive service types	Support Level		
	1	2	3
Proactive Credits	+	+	+
Custom Proactive Services (Maintenance, Optimization and Education services)		+	+

+ - Additional service that may be purchased.

✎ **Proactive Credits:** The value of exchangeable services that represent credits which can be exchanged for or applied to one or more defined additional services, as described within this document, at current rates provided by your Microsoft Services representative. After scheduling the

available additional service, we will deduct the value of that service from your credit balance, rounded up to the nearest unit.

🔗 **Custom Proactive Services:** An 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 are measured and priced in days and include Maintenance, Optimization and Education service types, as well as, root cause analysis support following an incident.

4 Reactive services

4.1 Reactive 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 all supported Microsoft products and online services, unless otherwise noted on your Work Order.

Reactive service types	Support Level		
	1	2	3
Advisory Services	✓	✓	✓
Problem Resolution Support (PRS)	✓	✓	✓
Escalation Management	✓	✓	✓
Onsite support		+	+

✓ - Included as part of the base Level services.

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

🔗 **Advisory Services:** 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 (PRS):** 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. Support requests 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 (Tables 4.1.1, 4.1.2, and 4.1.3) 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.

4.1.1 Level 1 Incident Response

Level 1	Severity and situation	Our expected response	Your expected response
Standard business impact	<ul style="list-style-type: none"> Moderate loss or degradation of services, but work can reasonably continue in an impaired manner Needs attention within eight hours during business hours¹ 	<ul style="list-style-type: none"> First call response in eight hours or less during business hours¹ Effort during business hours¹ only 	<ul style="list-style-type: none"> Accurate contact information about the case owner Responsive within 24 hours
Critical business impact	<ul style="list-style-type: none"> Loss of a core business process and work cannot reasonably continue Needs attention within one hour 	<ul style="list-style-type: none"> First call response in one hour or less Continuous effort on a 24 hour, seven days a week basis² 	<ul style="list-style-type: none"> Ongoing availability and engagement of appropriate resources to participate in the problem resolution effort²

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

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

4.1.2 Level 2 Incident Response

Level 2	Severity and situation	Our expected response	Your expected response
Standard business impact	<ul style="list-style-type: none"> • Moderate loss or degradation of services, but work can reasonably continue in an impaired manner • Needs attention within four hours during business hours¹ 	<ul style="list-style-type: none"> • First call response in four hours or less during business hours¹ • Effort during business hours¹ only 	<ul style="list-style-type: none"> • Accurate contact information about the case owner • Responsive within 24 hours
Critical business impact	<ul style="list-style-type: none"> • Loss of a core business process and work cannot reasonably continue • Needs attention within one hour 	<ul style="list-style-type: none"> • First call response in one hour or less • Critical Situation Manager assigned after 4 hours • Continuous effort on a 24 hour, seven days a week basis² 	<ul style="list-style-type: none"> • Allocation of appropriate resources to align to the Microsoft effort • Access and response from change control authority within four business hours

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

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

4.1.3 Level 3 Incident Response

Level 3	Severity and situation	Our expected response	Your expected response
Standard business impact	<ul style="list-style-type: none"> • Moderate loss or degradation of services, but work can reasonably continue in an impaired manner • Needs attention within four hours during business hours¹ 	<ul style="list-style-type: none"> • First call response in four hours or less during business hours¹ • Effort during business hours¹ only 	<ul style="list-style-type: none"> • Accurate contact information about the case owner • Responsive within 24 hours
Critical business impact	<ul style="list-style-type: none"> • Loss of a core business process and work cannot reasonably continue • Needs attention within 30 minutes 	<ul style="list-style-type: none"> • First call response in 30 minutes or less • Resources at your site, after 24 hours, with customer agreement • Critical Situation Manager assigned • Continuous effort on a 24 hour, seven days a week basis² • Rapid escalation within Microsoft to product teams • Notification of our senior executives, as required 	<ul style="list-style-type: none"> • Appropriate communication with your senior executives, as requested by us • Allocation of appropriate resources to sustain continuous effort on a 24 hour, seven days a week basis² • Rapid access and response

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

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

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.

📍 **Onsite Support:** For Levels 3 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.

5 Service Delivery Management

The Delivery Management services that follow are included with your support services, unless otherwise noted herein or in your Work Order and are based on the Level of services you purchase.

Level 1: Service Delivery Management (SDM) services are coordinated by a service delivery resource from a pooled set of resources, or may be 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: Support Technology Advisor (STA) services may be included as part of Level 3. When available, customers can choose one cloud workload only in conjunction with the STA services listed within this document.

5.1 Service Delivery Management scope details

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

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

✓ - Included as part of the base Level Services.

⊕ - An additional service that may be purchased.

Support Initiation:

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

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

Executive Services Planning & Review: For Levels 2 and 3, these SDM-led strategic planning & review conversations with executive sponsors for 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 & Review:

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 and review 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 Planning: 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 service delivery management 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.

5.2 Support Technology Advisor scope details

The Support Technology Advisor (STA) is your designated technical resource who understands your environment and can bridge technical capabilities with the needs and objectives of your organization. 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 and action tracking to ensure alignment of cloud services with your organizational priorities.

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

Tailored support: The STA provides a customized support plan for your preferred 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.

6 Enhanced 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.

Service	Support Level		
	1	2	3
Designated Support Engineering		+ ¹	+
Custom Support		+	+
Extended Hotfix Support		+	+

+ - An additional service that may be purchased.

+¹ - Additional service is limited to a maximum purchase quantity of 800 hours.

6.1 Designated Support Engineering

🔗 **Designated Support Engineering (DSE):** Preventative assistance available during normal business hours (09:00 to 17:30 Local Standard Time, excluding holidays and weekends) to support the specific Microsoft products and technologies which are agreed with you and listed in your Work Order. 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.

The focus areas for DSE services are to:

- 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.
- Help maintain a deep knowledge of your current, and future, business requirements and configuration of your information technology environment.
- Proactively document recommendations of the use of Microsoft 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 support staff's technical and operational skills.
- Encourage and assist in creating and maintaining customer-specific documentation to support your environment configuration, disaster recovery, network topology, and more for the designated Microsoft technologies.

6.2 Custom Support services

🔗 **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 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 in a separate exhibit referenced in 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 Windows Server 2003 SP2 became available on July 15, 2015 but you don't enroll until October 13, 2015, your program fee is calculated from July 15, 2015). Custom Support enrollment fees are nonrefundable and cannot be transferred between Custom Support Standard and Custom Support Essentials.

6.2.1 Service-specific prerequisites and limitations

- You must have a current Microsoft Support Services agreement to request a hotfix. If your Microsoft 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 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.

- 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.
- 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.

6.3 Extended Hotfix Support

 **Extended Hotfix Support:** Extended Hotfix Support allows you to request non-security hotfixes for Microsoft software that has entered the extended support phase, as defined at <http://support.microsoft.com/lifecycle>. These services are available for an additional fee and are defined in a separate exhibit referenced in your Work Order.

6.3.1 Service-specific prerequisites and limitations:

- You must have a current Microsoft Support Services agreement with problem resolution support to support a hotfix request. If your Microsoft Support Services agreement lapses or is terminated, the extended hotfix support service will be terminated on the same date.
- 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.
- Delivery times for hotfixes for non-English versions of the enrolled product identified in your Work Order may vary, and localization fees may apply.
- Problem resolution support must be available under your Work Order at the time a hotfix is requested.
- We will not provide added features, functionality, updates, or design changes. We will only address problems in the enrolled product which cause it to crash, lose data, or otherwise materially deviate from the product's documented functionality.

7 Additional terms and conditions

Microsoft Support Services are delivered based on the following prerequisites and assumptions. Your right to receive services as described in this exhibit is subject to your compliance with the terms and conditions in the Work Order and this exhibit. Upon commencement of this exhibit, 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 ESWO 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 List, 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 Description of Services, or specifically excluded on the Microsoft Premier Online website at <http://premier.microsoft.com>. 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 as described in this Description of Services as Extended Hotfix Support or in an Exhibit attached to your Work Order.
- 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.
- 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 value to an alternative service that is available within your level of support, where available, and agreed with your service delivery resource.
- Software Assurance Benefit incidents may only be converted into your base set of support services in your chosen support Level, as listed in your applicable Work Order. 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 Premier support services, as designated in your Work 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.

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

8 Your responsibilities

Optimizing the benefits of your Microsoft 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 customer support manager (CSM) who is responsible for leading your team and managing all of your support activities and internal processes for submitting support service requests to us.
- 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 to respond to surveys and provide customer feedback to Microsoft on the services and support purchased as part of this agreement. You will identify contacts who will provide feedback and participate in a new digital experience in return for access to Microsoft experts who will shape future technologies, labs and content based off user feedback. The sessions may be 30 minutes to 1 hour in length (not to exceed 10 hours monthly) and the participants agree to be recorded for purposes of evaluating or improving support services and offerings.
- 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.
- 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. Administrators for your cloud-based services may also submit cloud support requests through the applicable support portals. In addition to your account Customer Support Manager (CSM), the following number of named contacts, including cloud administrators, will be authorized to create support issue requests. Additional contacts may be purchased up to your Level thresholds.
 - Level 1 – Up to four (4) named contacts
 - Level 2 – Up to twenty (20) named contacts
 - Level 3 – Up to thirty (30) named contacts

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.