

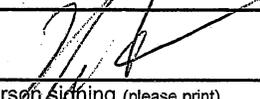
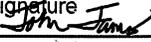
Microsoft Premier Support Services Description – State and Local Government/Education

(Microsoft Affiliate to complete) Master Services Agreement Number	U2994914
(Microsoft Affiliate to complete) Services Description Number	RK00222-366966-452909

This services description (“**Services Description**”) is made pursuant to the Microsoft Master Services Agreement – State and Local, (the “**Agreement**”), by and between the undersigned parties or their affiliates, effective as of 11/20/2001, which is incorporated herein by this reference. In this Services Description “**Customer**” means the undersigned customer and “**Microsoft**” means the undersigned Microsoft affiliate. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement. This Services Description is comprised of this cover page, the Services Description terms below and any attachments or exhibits to this Services Description, which are incorporated herein by reference.

<i>Customer Invoice Information</i>			
Name of Customer Detroit Public Schools		Contact Name (This person receives invoices under this Services Description unless otherwise specified on Customer’s purchase order.)	
Name of Customer or Affiliate that executed the Agreement if different than the undersigned			
Street Address		Contact E-mail Address	
City	State/Province	Phone	
Country	Postal Code	Fax	
<i>Invoicing</i>			
Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description. Microsoft must be in receipt of a purchase order, check, or other acceptable form of payment before Microsoft will begin providing Services. Microsoft will invoice Customer for additional Services performed and expenses incurred. Microsoft invoices are payable in full within 30 days of date of the invoice and will be directed to Customer’s representative for payment at the address shown above unless otherwise specified in a Customer purchase order.			
<i>Term</i>			
This Services Description shall commence on <u>02/05/2022</u> or the date of the last signature below, whichever is later (the “Commencement Date”) and shall expire twelve (12) months from the Commencement Date (the “Expiration Date”). This Services Description must be amended prior to the then current Expiration Date. If the term of this Services Description is not extended prior to the then current Expiration Date, in order for Microsoft to continue providing services, Customer and Microsoft must agree in writing to a new Services Description identifying the terms upon which Customer and Microsoft agree.			

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

Customer	Microsoft Affiliate
Name of Customer (please print) Detroit Public Schools	Name Microsoft Corporation
Signature 	Signature  John James (Feb 1, 2022 11:15 EST)
Name of person signing (please print) Nikolai P. Vitti, Ed.D	Name of person signing (please print) John James
Title of person signing (please print) General Superintendent	Title of person signing (please print) Sales Support Executive
Date 1/24/2022	Date Feb 1, 2022

1. OVERVIEW. This Services Description describes the various types of Microsoft Premier Support that may be obtained (the "Services") by Customer. In addition, it sets forth the parties' respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. Unless Microsoft's specifies otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours Customer has purchased as set forth in the in the attached Fee and Named Contacts Schedule(s) ("FNCS").

2. AVAILABLE SERVICES. Customer may purchase a combination of the following Services, subject to certain minimum requirements. The Services Customer purchases and the associated fees will be set forth in the 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 US, please contact Customer's assigned Microsoft resource ("Services Resource").

2.1 Proactive Services. Proactive services help maintain and improve the health of IT infrastructure and operations. As part of proactive support, Microsoft offers individual proactive services, available and categorized as maintenance, optimization or education services.

2.1.1 Maintenance Services. Maintenance services help prevent issues in Customer's Microsoft environment and are typically scheduled in advance of the service delivery to help ensure resource availability.

- a. **Assessment Program:** An assessment on the design, technical implementation, operations or change management of Customer's Microsoft technologies against Microsoft recommended practices. At the conclusion of the assessment, the Microsoft resource(s) will work directly with Customer to remediate possible issues and provide a report containing the technical assessment of Customer's environment, which may include a remediation plan.
- b. **Health Check:** An implementation assessment review of Customer's Microsoft resource implementation against Microsoft recommended practices. A Microsoft resource plans the health check engagement with Customer, performs the review, analyzes the data and delivers a report upon completion.
- c. **Offline Assessment:** An automated assessment of Customer's Microsoft technology implementation with data collected remotely, or by a Microsoft resource at Customer's location. The data gathered is analyzed by Microsoft using on-premises tools, and we provide Customer with a report of our findings and remediation recommendations.
- d. **Proactive Monitoring:** Delivery of technical operations monitoring tools and recommendations for tuning your server incident management processes. This service helps Customer to create incident matrices, conduct major incident reviews, and create the design for a sustained engineering team.
- e. **Proactive Operations Programs (POP):** A review with Customer staff of your planning, design, implementation or operational processes against Microsoft recommended practices. This review is done either onsite or remotely by a Microsoft resource.
- f. **Risk and Health Assessment Program as a Service (RAP as a Service):** An automated assessment of Customer's Microsoft technology implementation, with data collected remotely. The gathered data is analyzed by Microsoft to create a finding report containing remediation recommendations.

- g. **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 Customer location (for up to two days), that is focused on remediation planning and knowledge transfer.

2.1.2 Optimization Services. Optimization Services focus on the goals of optimal utilization of the Customer's technology investment.

- a. **Development Focused Services:** Services available to assist Customer staff build, deploy, and support applications built with Microsoft technologies.
- b. **IT Services Management:** A suite of services designed to help Customer 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.
- c. **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.
- d. **Remediation Services:** Direct engagement with a Microsoft resource to address findings identified during an Assessment service.
- e. **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.

2.1.3. Education Services. Education services provide training that help to enhance Customer's support staff's technical and operational skills through either onsite, online or on-demand instruction. Customer may modify the contract to add funding for additional Education Services or, at Customer's request, Microsoft will deduct an equivalent amount of Customer's contracted Support Assistance hours to cover the Education Services Customer select. Education Services can include the following:

- a. **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 resource either in person or online.
- b. **On-demand Education:** A subscription service that grants access to a collection of online training materials from a workshop library developed by Microsoft resources. Subscriptions are sold on a per seat basis.
- c. **Webcasts:** Microsoft-hosted education sessions, available on a wide selection of support and Microsoft technology topics, delivered remotely online. Webcasts can be purchased on a per-attendee basis or as a dedicated delivery to your organization.
- d. **Workshops:** Advanced level technical training sessions, available on a wide selection of support and Microsoft technology topics, delivered by a Microsoft resource in person or online. Workshops are purchased on a per-attendee basis or as a dedicated delivery to your organization. Workshops cannot be recorded without express written permission from Microsoft. **All registration requirements for Workshops must be completed by Customer 60 days prior to the expiration date of the applicable Fee and Named Contacts Schedule(s).**

Any materials or sample code provided to participants in conjunction with an Education Service are intended for the exclusive use of the participant.

2.1.4. Support Assistance. Where available, proactive services may be sold as a quantity of Support Assistance hours. These hours can be exchanged for one or more proactive services, described above, at current rates that are provided by your Microsoft Services representative. After scheduling the proactive service, Microsoft will deduct the appropriate number of Support Assistance hours from your balance, rounded up to the nearest hour, to cover the value of a daily rate or the fixed fee for the service. If you order one type of Support Assistance service and wish to exchange it for another, you may apply the hours already purchased to that alternative service, where available and agreed upon with your service delivery manager.

2.2 Service Delivery Management. Service Delivery Management (Support Account Management) activities help to build and maintain relationships with Customer management and service delivery staff as well as to oversee escalation management and managing the elements of Customer's support offering to meet Customer business requirements.

Premier Support packages are coordinated and initiated by a service delivery manager. Service Delivery Management includes planning to assess Customer's current state of IT, building a plan to address improvement points and working with Customer in furtherance of attaining the desired state of Customer's IT operations. Service Delivery Management

also incorporates monitoring and managing the quality and timeliness of other Premier Support. Service Delivery Management resources also serve as the consolidation point for Customer feedback regarding the Services to other Microsoft groups. Service Delivery Management resources can be Pooled, Designated or Dedicated determined by the level of Customer's engagement with Microsoft. "Pooled" refers to services performed by a group of individuals located remotely, "Designated" refers to on a part-time basis, either onsite or remotely, by a named individual who also services other Microsoft Premier Support customers, and "Dedicated" refers to services provided, either onsite or remotely, by a named individual who is solely focused on a single Microsoft Premier Support customer. The following services are available to customers who purchase Service Delivery Management.

- a. **Service Introduction.** An overview of Premier Support services, including an explanation of how to select and plan proactive services and a demonstration of how to log assisted reactive support requests and utilize available tools.
- b. **Service Delivery Planning.** Premier Support services includes a service plan to determine how and when services are to be utilized by collaborating with your team on your business and IT priorities, including your cloud journey.
- c. **Service Reviews.** On an ongoing basis, Microsoft will review the past period's services, report to Customer on what has been delivered and improved, review Customer feedback, and discuss any actions or adjustments, which may be required. These reviews may consist of standard status reports and virtual or onsite status meetings (if onsite travel is authorized). Customization of the service review is also available, but this may require an additional purchase, depending on the level of service delivery management included in Customer's purchased Services.
- d. **Critical Security Support Advice.** Notification of critical Microsoft Security Bulletins. If Customer has a Designated or Dedicated service delivery management resource, they will help Customer assess the effect of this information on Customer's IT infrastructure.
- e. **Incident Management.** Oversight by Microsoft's service delivery team of support incidents to drive timely resolution and a high quality of support delivery. This may include the development of incident response plans, identification of a primary contact for status updates during incidents and facilitating root cause analysis after an incident has occurred.
- f. **Crisis Management.** Around-the-clock issue ownership and communication to Customer from the Microsoft service delivery team during situations in which Customer experiences critical business impacts.
- g. **Initial Assessment.** A discovery assessment for identifying service needs within Customer's IT operations environment that helps build an actionable plan to reach the desired state of Customer's IT operations. In addition, the service delivery management resources will work with Customer's staff to document risks, which may impact Customer's connectivity and suggest potential mitigations.
- h. **Remediation Planning.** A consolidation of actions for improvement prompted by the findings of proactive assessments. These findings will be documented as improvement advice with associated remediation within Customer's service plan. Follow-up takes place through scheduled service reviews.
- i. **Microsoft Product/Online Services Lifecycle Awareness.** Microsoft may provide Customer with regular reports on developments within the Microsoft organization and shall advise Customer on any updates around Microsoft product lifecycles or roadmaps which may be applicable to Customer's organization and may provide benefits for Customer's organization. This service may be available to Customer if Customer has a Designated or Dedicated Service Delivery Management resource.
- j. **Incident Trend Analysis & Advice.** Microsoft may provide one or more reviews of Customer's incident history. The focus of the service delivery management resource in this review will be on people, process and technology aspects of high business impact incidents logged with Microsoft 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 Customer lower Customer's IT operations costs. This service may be available to Customer if Customer has a Designated or Dedicated service delivery management resource.
- k. **Process Guidance.** Microsoft may provide basic information on recommended practices related to the Microsoft Information Technology Infrastructure Library ("ITIL") and/or the Microsoft Operations Framework ("MOF"). This service may be available to Customer if Customer has a Designated or Dedicated Service Delivery Management resource.
- l. **Information Distribution & Curation (IDC).** Information Distribution delivers security alerts and proactive emails. IDC is a subscription service that, if elected, service delivery management hours will be decremented each month.

2.3 Reactive Services. Reactive services help resolve issues in Customer's Microsoft environment and include prioritized problem resolution services to provide rapid response to minimize downtime.

2.3.1 Problem Resolution Support. Problem Resolution Support (“PRS”) provides assistance for problems with specific symptoms encountered while using Microsoft products including troubleshooting a specific problem, error message or functionality that is not working as intended for Microsoft products.

Incident severity definitions, the Microsoft estimated initial response times, and submission requirements are detailed in the below table.

PRS is charged on an hourly basis and hours are deducted from Customer’s pre-paid hours unless Microsoft determines that the problem resulted from a bug in a product that is in mainstream support. Upon Customer request, Microsoft will 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.

As needed PRS is provided for Online Services. Purchased PRS hours will not be deducted for incidents opened against these technologies. “Online Services” means the Microsoft-hosted services identified as Online Services in the Microsoft Product Terms.

Service Delivery Management will be utilized in the same manner for all problem resolution requests.

The incident severity determines the response levels within Microsoft, initial estimated response times and Customer responsibilities. Customer is responsible for outlining the business impact to Customer’s organization. In consultation with Customer, Microsoft will assign the appropriate severity level. Customer can request a change in severity level during the term of an incident should the business impact require a change.

Severity and Situation	Our Expected Response	Customer’s Expected Response
<p>Severity 1</p> <p>Catastrophic business impact:</p> <ul style="list-style-type: none"> • Complete loss of a core business process and work cannot reasonably continue • Needs immediate attention 	<ul style="list-style-type: none"> • First call response in one hour or less • Our resources at Customer site as soon as possible • Critical situation resource¹ assigned • Continuous effort on a 24/7 basis² • Rapid escalation within Microsoft to product teams • Notification of our senior executives 	<ul style="list-style-type: none"> • Notification of Customer’s senior executives • Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² • Rapid access and response from change control authority • Submission via phone only³
<p>Severity A</p> <p>Critical business impact:</p> <ul style="list-style-type: none"> • Significant loss or degradation of services • Needs attention within one hour 	<ul style="list-style-type: none"> • First call response in one hour or less • Our Resources at Customer’s site as required • Critical situation resource¹ assigned • Continuous effort on a 24x7 basis² • Notification of Our Senior Managers 	<ul style="list-style-type: none"> • Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² • Rapid access and response from change control authority • Management notification • Submission via phone only³
<p>Severity B</p> <p>Moderate business impact:</p> <ul style="list-style-type: none"> • Moderate loss or degradation of services but work can reasonably continue in an impaired manner • Needs attention within two business hours⁵ 	<ul style="list-style-type: none"> • First call response in two hours or less • Effort during business hours only⁵ 	<ul style="list-style-type: none"> • Allocation of appropriate resources to align to Microsoft effort • Access and response from change control authority within four business hours • Submission via phone or web
<p>Severity C</p> <p>Minimum business impact:</p> <ul style="list-style-type: none"> • Substantially functioning with minor or no impediments of services • Needs attention within four business hours⁵ 	<ul style="list-style-type: none"> • First call response in four hours or less • Effort during business hours only⁵ 	<ul style="list-style-type: none"> • Accurate contact information on case owner • Responsive within 24 hours • Submission via phone or web

¹ Critical situation resources are individuals who are assigned to help drive prompt issue resolution through case engagement, escalation, resourcing, and coordination.
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.
³ You may submit online services support requests through the applicable online services support portals.
⁴ 24/7 effort on Severity B issues are not available in all geographies.
⁵ Business hours are generally defined as 09:00 to 17:30 Local Standard Time, excluding holidays and weekends. Business hours may differ slightly in Customer’s locality.

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

Customer is responsible for backing-up Customer's data and reconstructing lost or altered files resulting from catastrophic failures. Customer is also responsible for implementing the procedures necessary to safeguard the integrity and security of Customer's software and data.

2.3.2. Onsite Support. Onsite reactive support provides assistance at Customer's location. This service is subject to Microsoft's resource availability and may require an additional charge per onsite visit.

2.3.3 Development Support Assistance: Help creating and developing applications that integrate Microsoft technologies on the Microsoft platform, specializing in Microsoft development tools and technologies.

2.3.4 Advisory Services: Phone-based support on short-term (typically six hours or less) and unplanned issues for IT Professionals and Developers. Advisory Services may include advice, guidance, root cause analysis, and knowledge transfer intended to help you implement Microsoft technologies in ways that avoid common support issues and that can decrease the likelihood of system outages.

2.3.5 Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Service as well as requests for consultative assistance for design, development and deployment issues; including infrastructure support, supportability reviews, application development and access to lab facility to assist with product development, testing, and migration activities.

Support Assistance is decremented on an hourly, daily, or per Service fee depending on the type of Support Assistance requested. Microsoft will decrement an appropriate number of Support Assistance hours, rounded up to the nearest minute, to cover the value of a daily rate or fixed fee Support Assistance engagement. Customer's Services Resource can provide Customer with the rates applicable to the Support Assistance services requested. If Customer ordered one type of Support Assistance service and desires to exchange it for another, Customer may apply those hours to an alternative service where available and agreed by Customer's Services Resource.

2.4 Designated Support Engineering. Designated Support Engineering ("DSE") services may be purchased as pre-defined offerings or as a block of custom hours that can be used to deliver scoped proactive services. When purchased as hours, DSE service hours are deducted from your total purchased hours as they are utilized and delivered. Pre-defined DSE offerings are tailored to your environment and help you achieve a desired outcome. These offerings may have a focus on areas such as Office 365, Azure IaaS, Cybersecurity and Dynamics 365, and include required pre-defined proactive services built-in. The focus areas for DSE services:

- Help maintain a deep knowledge of your current and future business requirements and configuration of Customer information technology environment to optimize performance
- Proactively document recommendations for the use of support services –related deliverables (e.g. supportability reviews, health checks, workshops, and risk-assessment programs)
- Help make Customer's deployment and operation activities consistent with Customer's planned and current implementations of Microsoft technologies.
- Enhance your IT staff's technical and operational skills
- Develop and implement strategies to help prevent future incidents and increase system availability of Customer's covered Microsoft technologies
- Help determine the root cause of recurring incidents and to provide recommendations to prevent further disruptions in the designated Microsoft technologies.

DSE is available during normal business hours (09:00 to 17:30) Local Standard Time, excluding holidays and weekends. DSE services support the specific Microsoft products and technologies selected by Customer. DSE services are delivered for a single support location. After normal business hours, Customer should follow existing Premier Support procedures for initiating and escalating incidents.

2.5 Additional Services. Customer 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 and/or an amendment or modification to this Services Description. Customer's purchase of additional Services will be charged at the prevailing price at the time an amendment or modification to this Services Description is signed. If Customer purchases additional Problem Resolution Support hours or converts Software Assurance Benefit incidents to Problem Resolution Support hours, Customer may also be required to purchase additional Services Delivery Management hours. Prior to delivering additional Services, payment modification must be executed by the parties.

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

- a. All Services will be provided remotely to Customer's locations in the United States unless otherwise set forth in an amendment or modification to this Services Description. Both Customer and Microsoft understand that there may be travel requirements for performing services under this Services Description. For any travel expenses that may arise in connection with this Services Description, Customer agrees that any travel related expenses incurred by Microsoft will be decremented as a mutually agreed upon fixed fee On-Site Visits as set forth in Fee and Named Contacts Schedule(s). On-Site Visits can be purchased proactively or the fixed fee can be converted at the then current rate from Support Assistance hours.
- b. All Services will be provided in the English language unless otherwise agreed to by Customer and Microsoft in writing or in an amendment or modification to this Services Description.
- c. Microsoft will provide support for all United States versions of commercially released generally available Microsoft software unless otherwise set forth in an amendment or modification to this Services Description 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 Customer has purchased such support in an amendment or modification to this Services Description.
- d. Support for pre-release and beta products is not provided except as otherwise provided in an amendment or modification to this Services Description.
- e. **SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE TERM OF THE AGREEMENT AS LISTED IN THE ATTACHED FEE AND NAMED CONTACTS SCHEDULE(S) SHALL BE FORFEITED IF NOT UTILIZED DURING THE TERM OF THIS SERVICES DESCRIPTION.**
- f. Scheduling of Services is dependent upon the availability of resources and workshops may be subject to cancellation if minimum registration levels are not met.
- g. Microsoft can access Customer's system via remote connection to analyze problems at Customer request. Microsoft personnel will access only those systems authorized by Customer. Microsoft may provide Customer with software to assist with problem diagnosis and/or resolution. Such software is Microsoft's property and must be returned to Microsoft promptly upon request. In order to utilize remote connection assistance, Customer must provide Microsoft with the appropriate access and necessary equipment.
- h. Customer must have access to the Internet in order to take advantage of Internet-based services.
- i. Some services may require us to process and access 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.
- j. When purchasing Problem Resolution Support, Microsoft will require a corresponding quantity of Service Delivery Management to facilitate delivery of Customer's Problem Resolution Support. If Customer purchases additional Problem Resolution Support, Support Assistance, or if Customer converts Software Assurance to Problem Resolution Support, Customer may be required to purchase additional Service Delivery Management.
- k. Support services are limited to advice and guidance related to code owned by you or by Microsoft
- l. There may be minimum platform requirements for the services purchased.
- m. Additional Prerequisites and Assumptions may be set forth in amendment or modifications to this Services Description.

4. CUSTOMER RESPONSIBILITIES. This section sets forth Customer's performance obligations under this Services Description. Microsoft's performance is predicated upon Customer fulfilling the following responsibilities in addition to those set forth herein and any amendments or modifications to this Services Description. Failure to comply with the following responsibilities may result in delays of Service.

- a. Customer can designate named contacts as set forth in the "Customer Contacts" section in the FNCS, one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for

leading Customer's team and will manage all of Customer's support activities, and internal processes for submitting support requests to Microsoft. Each contact will be supplied with an individual account number for access to the Microsoft Premier Support online website, support issue submission and access to Customer's Services Resource. In addition to the named contacts, Customer may also identify two types of group contacts as follows:

- One type 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 will receive a shared account ID that provides access to the Microsoft Premier Online Website for information only.
- b. When submitting a service request, Customer reactive support contacts should have a basic understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Microsoft in diagnosing and triaging the problem. These individuals should also be knowledgeable about the supported Microsoft products and your Microsoft environment to help resolve system issues and to assist Microsoft in analyzing and resolving service requests.
 - c. Customer agrees to work with Microsoft to plan for the utilization of Services based upon the Premier support level Customer purchased.
 - d. Customer agrees to notify us of any changes to the designated contacts named on the FNCS.
 - e. Customer agrees to provide an internal escalation process to facilitate communication between Customer management and Microsoft as appropriate.
 - f. Customer 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.
 - g. Customer is 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.
 - h. Customer agrees to respond to Government satisfaction surveys Microsoft may provide to Customer from time-to-time regarding the Services.
 - i. Customer agrees to provide reasonable office space, telephone and high speed internet access, and access to Customer internal systems and diagnostic tools to Microsoft Services Resources that are required to be on-site.
 - j. Customer is responsible for any travel and expenses incurred by Customer's employees or contractors.
 - k. Customer may be asked by your service delivery manager to fulfill other responsibilities specific to the service you purchased.

5. ADDITIONAL TERMS AND CONDITIONS. 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.** Unless otherwise specified in a license agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement. Products will not be purchased under this Agreement.
- b. **Fixes and Services Deliverables.**
 - i. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business purposes. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in a licensing agreement.
 - ii. **Pre-Existing Work.** All rights in Pre-Existing Work will remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

iii. **Services Deliverables.** Upon payment in full, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in the Agreement.

iv. **Affiliates rights.** Customer may only sublicense its rights to the Services Deliverables and Sample Code granted hereunder to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Agreement.

c. **Non-Microsoft software and technology.** Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Agreement.

d. **Sample Code.** Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of illustration ("**Sample Code**") and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.

e. **Restrictions on use.** Customer must not (and is not licensed to) (1) reverse engineer, de-compile or disassemble any Product, Fix or Service Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Agreement or a Statement of Services, Customer must not distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.

f. **Reservation of Rights.** All rights not expressly granted are reserved to Microsoft.

g. **Supportability of Products.** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at <http://support.microsoft.com> or a successor site.

6. TAXES. If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay all value added, goods and services, sales, gross receipts or other transaction taxes, fees, charges or surcharges or other similar taxes, chares or fees or any regulatory cost recovery and other surcharges that are owed under this Agreement and which Microsoft is permitted to collect from Customer. Customer shall also be responsible for an applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution of provision of Professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

7. ATTACHMENTS: The following Exhibit(s) and Schedule(s) are attached at the execution of this Services Description:

Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

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

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

RK00222-366966-452909
REN_156865016

This Fee and Named Contacts Schedule ("Schedule" or "FNCS") is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**" or "SD") between Microsoft Corporation ("Microsoft") and the Customer ("Customer"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Microsoft's performance of Services under this Schedule Customer agrees 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. The terms of the Agreement, Services Description and any related Schedules and Exhibits shall apply and supersede the terms and conditions contained in any purchase order. By signing below the parties acknowledge and agree to be bound to the terms of the Services Description and this Schedule.

Term

This FNCS will commence on **02/05/2022** or the date of the last signature below, whichever is later (the "Commencement Date") and shall expire twelve (12) months from the Commencement Date (the "Expiration Date"). This FNCS must be amended prior to the then current Expiration Date of the FNCS. If the term of this FNCS is not extended prior to the then current Expiration Date of this FNCS, in order for Microsoft to continue providing Services, Customer and Microsoft shall agree in writing to a new FNCS identifying the terms upon which Customer and Microsoft agree. The Expiration Date of this FNCS shall not exceed the Expiration Date of the SD. NOTE: The SD shall be amended and the Period of Performance of the SD extended only by an amendment to the SD prior to the then-current Expiration Date of the SD.

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

a. Fee Summary

Services Summary	Price (US\$)
Country: United States	\$79,475
Total	\$79,475

b. Services by Support Location

Description of Services
<ul style="list-style-type: none"> • Support Account Management Included (estimated at 130 hours) • Up to 145 hours of Support Assistance • 30 hours of Problem Resolution Support • Unlimited User Access to Premier Online Website

2. CUSTOMER CONTACTS

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

CSM Name:
Address:
Phone:
Email:
Facsimile: ()

3. MICROSOFT CONTACT

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

Microsoft Contact Name: John James
Address: Microsoft Corporation
Attn: John James
Phone: 678-629-5976
Email: john.james@microsoft.com
Fax: 425-708-0110