

# **Attachment A**

## **Microsoft Enterprise Services Work Order**



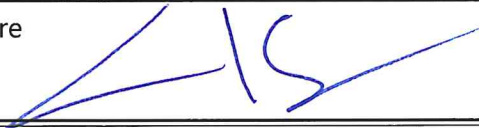
## Microsoft Enterprise Services Work Order

Work Order Number  
(Microsoft Affiliate to complete)


GVS12506-1015953-1015953

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference U4652879 , effective as of 6/27/2017 (the "Agreement"), the provisions of the Description of Services applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

<b>Customer</b>
Name of Customer (please print)
<b>County Of Santa Barbara</b>
Signature 
Name of person signing (please print) <b>Laura Capps</b>
Title of person signing (please print) <b>Chair</b>
Signature date <b>6-3-25</b>
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)



Microsoft Affiliate	
Name	
Microsoft Corporation	
Signature	
 <small>Shania McFarlane (Apr 22, 2025 20:03 EDT)</small>	
Name of person signing (please print)	
Shania McFarlane	
Title of person signing (please print)	
Sr. Digital Specialist	
Signature date (effective date)	
04/22/2025	

**Does Customer issue or require a Customer purchase order for the payment of Microsoft Services? [ ] Yes or [ ] No**

If "No" is selected above, Customer represents and warrants that it does not require purchase order(s) be submitted to Microsoft for payment of the Microsoft Services Fees listed herein. Customer will not withhold payment of Microsoft's invoice due to the absence of a purchase order reference.

If no purchase order is required, Customer must complete "Customer invoice information" below and ensure it is accurate or revised in a timely manner. Further, the below "Customer invoice information" must be completed prior to: (a) Customer signing this Work Order; and (b) Microsoft invoicing Customer.

Customer invoice information	
Name of Customer	Contact Name (Receives invoices under this Work Order)
County Of Santa Barbara	Onelia Rodriguez
Street Address	Contact E-Mail Address
105 E Anapamu St	itdfinance@countyofsb.org

Customer invoice information		
City	State/Province	Phone
Santa Barbara	California	805-568-2699
Country	Postal Code	Fax
United States	93101-2065	

## Support Services and Fees

### Term.

Microsoft Enterprise Support Services will commence on 6/30/2025 (the "Support Commencement Date") and will expire on 6/29/2026 (the "Support Expiration Date").

### Description of Services.

Please refer to the current Unified Support Services Description ("USSD") which will be incorporated by reference and is published by Microsoft from time to time at [www.microsoft.com/unified-support-services-description](http://www.microsoft.com/unified-support-services-description). Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

### Services by Support Location:

CSB Unified Enterprise Support - 2025-26 USA - SLG - Enterprise West 6/30/2025 - 6/29/2026		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative

Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

CSB Unified Proactive Svcs Enterprise Security - 2025-26      USA - SLG - Enterprise West      6/30/2025 - 6/29/2026		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
400 ea	Proactive Credits	Proactive Credits

### Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service.

Before Microsoft commences or continues provision of Microsoft Support Services, Microsoft must receive a signed copy of this Work Order and Customer's payment, purchase order or, if applicable, completed Customer invoice information above. Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 50 calendar days of the date of Microsoft invoice.

Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date (M/d/yyyy)	Fee USD
CSB Unified Enterprise Support - 2025-26	6/30/2025	249,134.54
CSB Unified Proactive Svcs Enterprise Security - 2025-26	6/30/2025	52,390.00
Subtotal		301,524.54
Flex Allowance		(50,000.00)
Total Fees (excluding taxes)		<b>251,524.54</b>

Billing Schedule	Billing Date (M/d/yyyy)	Fee USD
Microsoft Unified Agreement 25-26	6/30/2025	251,524.54
<b>Total Fees (excluding taxes)</b>		<b>251,524.54</b>

#### Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released, and generally available Microsoft products, and cloud services subscriptions purchased by Customer or Customer's Affiliate: i) under the licensing enrollments and agreements, as indicated in Appendix A; and ii) during the Term of this Work Order. Such products and subscriptions exclude those purchased by any party that is not Customer's Affiliate as of the Support Commencement Date.

#### Customer Named Contact(s).

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator	
Virginia Butterfield	
Street Address	Contact E-Mail Address
105 E Anapamu St	vmbfield@co.sbcgov.net



City	State/Province	Phone
Santa Barbara	CA	805-568-2607
Country	Postal Code	Fax
United States	93101-2065	

## Use, ownership, restrictions and rights.

### Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the information about Microsoft Products and Professional Services available through volume licensing. The Product Terms are published on the Volume Licensing Site and is updated from time to time. "Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

### Fixes.

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

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.

### Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall 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.

#### Services Deliverables.

"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 Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

#### Non-Microsoft software and technology.

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables.

#### Affiliates' rights

"Affiliate" means any legal entity that controls, is controlled by, or that is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

Customer may sublicense the rights contained in this section 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 Work Order.

#### Restrictions on use.

Customer must not (and is not licensed to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services 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 Work Order or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

#### Reservation of rights.

Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or

use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

## Microsoft Professional Services Data Protection Addendum and Confidentiality.

"Professional Services Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, Customer (or that Customer authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

The data protection terms applying to Professional Services in effect on the effective date of this Work Order and available at <https://aka.ms/eswodpa> are incorporated herein by this reference.

For liability arising out of either party's confidentiality obligations relating to Professional Services Data provided under this Work Order, each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer paid for the applicable Professional Services under this Work Order.

## Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Shania McFarlane	
Phone	Contact E-Mail Address
	smcfarlane@microsoft.com

## Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
COUNTY OF SANTA BARBARA	MPSA	4100121179
COUNTY OF SANTA BARBARA	Enterprise 6	4874571
SANTA BARBARA COUNTY SHERIFF'S DEPARTMENT	Enterprise 6	53697263
COUNTY OF SANTA BARBARA	Enterprise 6	70002076
COUNTY OF SANTA BARBARA, CDT ON BEHALF OF-91281058	Enterprise 6	7113209
SANTA BARBARA COUNTY SHERIFF'S DEPARTMENT-53697263-GCC HIGH TENANT (AADP TENANT)	Enterprise 6	7144653
COUNTY OF SANTA BARBARA SHERIFF, CDT ON BEHALF OF-91281058	Enterprise	8117765



# **Master Agreement**

# Microsoft Document Headersheet

*\* This is for informational purposes only \**

**MSE#:**     **5-0000000972754**

**Doc Type:**     **(SVCS) Master Agreement**

**BusAgr#:**

**MstrAgr#:**     **U4652879**

*Do not modify the formatting or spacing of this Form above this text*

**Agreement Number:**

**Contract Title/Primary Customer:**

County Of Santa Barbara

**Subsidiary:**

Country:     **United States**

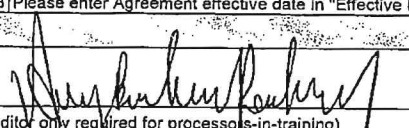


**Comments:**

(Scanning Code)

11

# LSI Contract Checklist

		P	A	N/A
<b>Paperwork Preview</b>				
1	Is the cover sheet the most recent version, are sections 1 & 2 completed?	x		
2	Are there two copies of the Agreement present and are they for the same customer? If two copies were not provided did you make a photocopy?	x		
3	Are all pages present?	x		
4	Is all the required information completed and consistent between both copies?	x		
5	Is the document the most recent version as posted on Explore.MS? If not is approval provided? SBD approval for 6.4 version	x		
6	Are the Signature blocks completed (i.e. name, title and date) and is there at least one original customer signature provided? If no original signature, has approval been provided?	x		
7	If an MBSA was provided for processing did you search to ensure customer does not have an active MBA/SA on file? If an active agreement did exist was an Amendment provided to end?			x
8	(SOX) Is the Supplemental Contact Information Form provided and complete?			x
9	(SOX) If MBA was provided for processing was PM approval provided?			x
10	If there is an Amendment provided is C&N approval provided and are the Signature Blocks and dates complete?			x
11	If the Agreement was received along with a Tier 3 document was the effective date provided?			x
12	Have the signature pages been signed by MS?	x		
<b>MSL Contract Input</b>				
13	Is the Pricing Agreement Type (non-specific) and Contract Type Correct?	x		
14	Is the correct version used (6.0, 6.3, 6.4, 6.5, 6.6, NS)?	x		
15	Was the MBA number entered correctly? (This is for SA processing only)			x
16	Are the "Received by MS" (Effective) and "Cust. Signature" date correct?	x		
17	Does the Rec'd by OPS field reflect the date that is listed on the Mail Room Routing Form?	x		
18	Does the Routed field reflect the day the contract was processed?	x		
19	Are the company Name, Address and Phone Number correct? (per OMC instruction)?	x		
20	Were the primary and notices changed to the correct participants?	x		
21	Is the customer contact information correct for each participant?	x		
22	Is the delivery method set to email or hard copy (if no email is provided)?	x		
23	Was the Agreement Offerings tab completed: Offering; Level; Pool - (This is for SA processing only)			x
24	If provided was the MS Account Manager added?			x
25	If there was a pre-existing agreement number did you enter an amendment?			x
26	If there is a Paper Amendment was it entered correctly?			x
27	Has the Agreement been set to Active in MSL?	x		
<b>Document and Input Verification</b>				
28	Is the New Agreement Number entered into MSE?	x		
29	Has the Primary Customer Name and Version been added to MSE?	x		
30	Was the closing canned message completed with all pertinent information and sent to the submitter of the documents?	x		
31	Is the contract # written in all applying fields on the documents?	x		
32	Are the routing forms placed correctly?	x		
33	Please enter Agreement effective date in "Effective Date" block			6/27/2017
<b>Signatures</b>				
 Auditor only required for processors-in-training		06/29/017		
Auditor alias:		Signature:		Date:
Business Services:		Signature:		Date:
IT# 5-0000000972754				

## Microsoft Master Services Agreement – State and Local

Microsoft Master Services Agreement Number  
Microsoft affiliate to complete

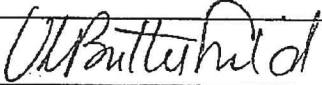
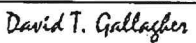
04652879

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

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

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

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

Customer	Microsoft Affiliate
Name of Customer (please print) County of Santa Barbara	Name Microsoft Corporation
Signature 	Signature  DocuSigned By: David T. Gallagher
Name of person signing (please print) VIRGINIA M. BUTTERFIELD	Name of person signing (please print) David T. Gallagher
Title of person signing (please print) TECHNICAL SUPPORT MANAGER	Title of person signing (please print) Director of Contracts
Signature date 6-28-2017	Signature date (may be different than Effective Date) 6/27/2017
	Effective Date (may be different than Signature Date) 6/27/2017

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

<b>Customer</b>			
Name of Customer *		Contact Name *(This person receives notices under this agreement pursuant to Section 12 (Notices)).	
COUNTY OF SANTA BARBARA		VIRGINIA M. BUTTERFIELD	
Street Address *		Contact Email Address *	
105 E. ANAPAMU, SUITE 304 SANTA BARBARA, CA 93101		V.BUTTERFIELD@ CO.SANTA-BARBARA.CA-US	
City *	State/Province *	Phone	
SANTA BARBARA	CA	805-568-2607	
Country *	Postal Code *	Fax	
USA	93101		
<b>Microsoft</b>			
Notices to Microsoft should be sent to (Microsoft affiliate to complete):		Copies should be sent to:	
<ul style="list-style-type: none"> <li>Kevin Hartley</li> <li>Senior Attorney</li> <li>Microsoft Corporation</li> <li>5335 Wisconsin Ave., NW</li> <li>Suite 600</li> <li>Washington, DC 20015</li> </ul>		Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 Services Attorney (425) 936-7329 fax	
		USA	

## ***Terms and Conditions***

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

"affiliate" means (i) with regard to you, any government agency, department, office, instrumentality, division, unit or other entity of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within your state's jurisdiction and geographic boundaries; provided that a state and its affiliates shall not, for purposes of this definition, be considered to be affiliates of the federal government and its affiliates; and (ii) with regard to us, any legal entity that we own, which owns us, or which is under common ownership with us. "Ownership" means more than 50% ownership.

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

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

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

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

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

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

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

"service deliverables" means any computer code or materials, other than products or fixes, that we leave with you at the conclusion of our performance of services;

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

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

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

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

- a. Products and fixes.** All products, related solutions and fixes provided under a statement of services will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. You are responsible for paying any licensing fees associated with products.
- b. Pre-existing work.** All pre-existing work will remain the sole property of the party providing the pre-existing work. During the performance of services, each party grants to the other (and our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services.

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

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

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

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

- e. Open source license restrictions.** Because certain third party software is subject to open source license terms, the license rights that each party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to open source license terms. Furthermore, each party warrants that it will not provide or give to the other party computer code that is governed by open source license terms.
- f. Reservation of Rights.** All rights not expressly granted in this section are reserved.

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

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

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



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

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

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

6. **Fees.** You agree to pay us (or our designees) the fees described in each statement of services. The fees do not include fees for products. Unless otherwise stated in a statement of services, (i) you agree to pay within 30 calendar days of the date of our invoice; and (ii) we will not change our hourly rates identified in a statement of services during its term, but we may adjust our hourly rates prior to entering any new or amended statement of services. Our fees exclude any taxes, duties, tariffs, levies or other governmental charges or expenses (including, without limitation, any value added taxes), which will be billed to and paid by you. We are responsible for taxes based upon our personal property ownership and net income. We may, at our option, assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly or the highest amount allowed by law on all past due amounts. We will have no obligation to continue to provide services if you fail to make timely payment.

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

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

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

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

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



to perform any obligation under any statement of services, each of us will return it to the other party or destroy it at the other's request.

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

- c. **Cooperation in the event of disclosure.** Each party will immediately notify the other upon discovery of any unauthorized use or disclosure of the other party's confidential information and will cooperate in any reasonable way to help the other regain possession of the confidential information and prevent further unauthorized use or disclosure.
- d. **Knowledge base.** We may use any technical information we derive from providing services related to our products for problem resolution, troubleshooting, product functionality enhancements and fixes, for our knowledge base. We agree not to identify you or disclose any of your confidential information in any item in the knowledge base.

8. **Warranties.**

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

b. **No other warranties.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT (INCLUDING ANY STATEMENT OF SERVICES THAT INCORPORATES THESE TERMS), INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS, FIXES, SERVICE DELIVERABLES, RELATED MATERIALS AND SERVICES. WE WILL NOT BE LIABLE FOR ANY SERVICE(S) OR PRODUCT(S) PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY US UNLESS SUCH THIRD PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER OUR WRITTEN AGREEMENT BETWEEN YOU AND US, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT.

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

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

Our obligations will not apply to the extent that any claim or adverse final judgment is based on (i) computer code or materials (e.g. specifications) you provide; (ii) your use of a fix or service deliverables after we notify you to discontinue use due to such a claim; (iii) your combining a fix or service deliverables with a non-Microsoft product, data or business process; (iv) damages attributable to the value of the use of a non-Microsoft product, data or business process; (v) an alteration of fixes or service deliverables by someone other than us or our contractors; (vi) your distribution of the fix or services deliverables to, or its use for the benefit of, any third party other than permitted by an applicable statement of services; (vii) your use of our trademark(s) without express written consent to do so; or (viii) any trade secret claim that is a result of your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to

maintain the secrecy or limit the use of the trade secret. You will reimburse us for any costs or damages that result from these actions.

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

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

**10. Limitations of liability.**

- a. Limitation on Direct Damages.** There may be situations in which you have a right to claim damages or payment from us. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claims, our total liability (and that of our contractors) will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you have paid under the applicable statement of services for the services giving rise to the claims. In the event services or any service deliverables are provided to you on a gratuitous or no-charge basis, our total liability to you will not exceed US\$5000. The limitations contained in this paragraph will not apply with respect to the following:

  - (i) our obligations under Section 9;
  - (ii) our liability for damages for gross negligence or willful misconduct, to the extent caused by us or our contractors and awarded by a court of final adjudication; and
  - (iii) our obligations under Section 7.
- b. NO LIABILITY FOR CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR THEIR AFFILIATES, SUPPLIERS OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), ARISING IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF SERVICES, SERVICES, SERVICE DELIVERABLES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION, REDISTRIBUTION OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- c. Application.** Except as specified expressly in this Section 10, the limitations on and exclusions of liability for damages in this agreement apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

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

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

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

The term of any statement of services will be set forth in an applicable statement of services. In addition, unless otherwise provided in a statement of services, your affiliate that signed the statement of services may terminate it for any reason by giving our affiliate that signed the statement of services 30 calendar days prior written notice. Either party signing a statement of services may terminate it if the other party is (i) in material breach or default of any obligation that is not cured within 30 calendar days' notice of such breach or (ii) fails to pay any invoice that is more than 60 calendar days outstanding. You agree to pay all fees for services performed and expenses incurred prior to termination and any additional amounts that may be specified in a statement of services.

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

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

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

We will provide you with evidence of coverage on request.

**14. Miscellaneous.**

- a. **Assignment and right to subcontract.** Neither party may assign this agreement or any statement of services without the written consent of the other. We may use contractors to perform services and we will be responsible for their performance subject to the terms of this agreement.
- b. **Independent contractor.** We provide our services as an independent contractor, and will be responsible for any and all social security, unemployment, workers' compensation and other withholding taxes for all of our employees. You and we are free to develop products

independently without the use of the other's confidential information. Neither you nor we are obligated to restrict the future work assignments of people who have had access to confidential information. In addition, you, we and these people are free to use the information that these people remember related to information technology, including ideas, concepts, know-how or techniques, so long as confidential information of the other party is not disclosed in violation of this agreement in the course of such use. This use shall not grant either party any rights under the other's copyrights or patents and does not require payment of royalties or separate license.

- c. *Applicable law; dispute resolution.*** This agreement together with the applicable statement of services will be governed by the laws of your state, without giving effect to its conflict of law provisions. Disputes relating to this agreement will be subject to applicable mandatory dispute resolution statutes and regulations of your state.
- d. *Entire agreement.*** This agreement and the statements of services constitute the parties' entire agreement concerning the subject matter hereof, and supersede any other prior and contemporaneous communications. The terms of these documents will control in the following order: (i) this agreement; and (ii) any statement of services. Any terms and conditions maintained by you or your affiliates or contained in any purchase order, other than those mandatory terms required by law, will not apply. The parties signing the cover page of this agreement may amend this agreement only in writing when signed by both parties. The parties signing a statement of services may amend the statement of services only in writing when signed by both parties.
- e. *Survival.*** The sections regarding ownership and license, restrictions on use, fees, confidentiality, no other warranties, defense of infringement and misappropriation claims, limitations of liability, term and termination, notices, and miscellaneous of this agreement will survive any termination or expiration of this agreement or any statement of services. Additionally, as provided in Section 11 above, if this agreement is terminated all its terms shall survive termination for purposes of any remaining statement of services in existence at the time this agreement is terminated.
- f. *Severability.*** If a court holds any provision of this agreement or a statement of services to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the agreement or statement of services to give effect to the stricken clause to the maximum extent possible.
- g. *Waiver.*** No waiver of any breach of this agreement or statement of services will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.
- h. *Force majeure.*** To the extent that either party's performance is prevented or delayed, either totally or in part, for reasons beyond that party's control, then that party will not be liable, so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.
- i. *Counterparts.*** This agreement and any statements of services may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages (and the parties will follow such delivery by prompt delivery of originals of such pages).
- j. *Cost or pricing data.*** We will not, under any circumstances, accept any statement of services that would require the submission of cost or pricing data.
- k. *Non-exclusivity.*** This agreement (including any statement of services incorporating these terms) is non-exclusive. Nothing contained in it requires you to license, use or promote

Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

# **Microsoft Online Services Data Protection Addendum**



# Microsoft Products and Services Data Protection Addendum

Last updated February 18, 2025

Published in English on February 18, 2025. Translations will be published by Microsoft when available. These commitments are binding on Microsoft as of February 18th, 2025.

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# Introduction

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The parties agree that this Microsoft Products and Services Data Protection Addendum (“DPA”) sets forth their obligations with respect to the processing and security of Customer Data, Professional Services Data, and Personal Data in connection with the Products and Services. The DPA is incorporated by reference into the Product Terms and other Microsoft agreements. The parties also agree that, unless a separate Professional Services agreement exists, this DPA governs the processing and security of Professional Services Data. Separate terms, including different privacy and security terms, govern Customer’s use of Non-Microsoft Products.

In the event of any conflict or inconsistency between the DPA Terms and any other terms in Customer’s volume licensing agreement or other applicable agreements in connection with the Products and Services (“Customer’s agreement”), the DPA Terms shall prevail. The provisions of the DPA Terms supersede any conflicting provisions of the Microsoft Privacy Statement that otherwise may apply to processing of Customer Data, Professional Services Data, or Personal Data, as defined herein.



Microsoft makes the commitments in this DPA to all Customers with an existing Customer's agreement. These commitments are binding on Microsoft with regard to Customer regardless of (1) the Product Terms that are otherwise applicable to any given Product subscription or license, or (2) any other agreement that references the Product Terms.

## Applicable DPA Terms and Updates

### Limits on Updates

When Customer renews or purchases a new subscription to a Product or enters into a work order for a Professional Service, the then-current DPA Terms will apply and will not change during Customer's subscription for that Product or term for that Professional Service. When Customer obtains a perpetual license to Software, the then-current DPA Terms will apply (following the same provision for determining the applicable then-current Product Terms for that Software in Customer's agreement) and will not change during Customer's license for that Software.

### New Features, Supplements, or Related Software

Notwithstanding the foregoing limits on updates, when Microsoft introduces features, offerings, supplements or related software that are new (i.e., that were not previously included with the Products or Services), Microsoft may provide terms or make updates to the DPA that apply to Customer's use of those new features, offerings, supplements or related software. If those terms include any material adverse changes to the DPA Terms, Microsoft will provide Customer a choice to use the new features, offerings, supplements, or related software, without loss of existing functionality of a generally available Product or Professional Service. If Customer does not install or use the new features, offerings, supplements, or related software, the corresponding new terms will not apply.

### Government Regulation and Requirements

Notwithstanding the foregoing limits on updates, Microsoft may modify or terminate a Product or Professional Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Product or offering the Professional Service without modification, and/or (3) causes Microsoft to believe the DPA Terms or the Product or Professional Service may conflict with any such requirement or obligation.

## Electronic Notices

Microsoft may provide Customer with information and notices about Products and Services electronically, including via email, through the portal for an Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

## Prior Versions

The DPA Terms provide terms for Products and Services that are currently available. For earlier versions of the DPA Terms, Customer may refer to <https://aka.ms/licensingdocs> or contact its reseller or Microsoft Account Manager.

## Definitions

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Capitalized terms used but not defined in this DPA will have the meanings provided in Customer's agreement. The following defined terms are used in this DPA:

"Customer Data" means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by, or on behalf of, Customer through use of the Online Service. Customer Data does not include Professional Services Data.

"Data Protection Requirements" means the GDPR, Local EU/EEA Data Protection Laws, and any applicable laws, regulations, and other legal requirements relating to (a) privacy and data security; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Personal Data.

"DPA Terms" means the terms in the DPA and any Product-specific terms in the Product Terms that specifically supplement or modify the privacy and security terms in the DPA for a specific Product (or feature of a Product). In the event of any conflict or inconsistency between the DPA and such Product-specific terms, the Product-specific terms shall prevail as to the applicable Product (or feature of that Product).

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

"Local EU/EEA Data Protection Laws" means any subordinate legislation and regulation implementing the GDPR.

"GDPR Terms" means the terms in Attachment 1, under which Microsoft makes binding commitments regarding its processing of Personal Data as required by Article 28 of the GDPR.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Product" has the meaning provided in the volume license agreement. For ease of reference, "Product" includes Online Services and Software, each as defined in the volume license agreement.

"Products and Services" means Products and Professional Services. Product and Professional Service availability may vary by region and applicability of this DPA to specific Products and Professional Services is subject to the limitations in the Scope section in this DPA.

"Professional Services" means the following services: (a) Microsoft's consulting services, consisting of planning, advice, guidance, data migration, deployment and solution/software development services provided under a Microsoft Enterprise Services Work Order or, when agreed to in the Project Description, under a Cloud Workload Acceleration Agreement that incorporates this DPA by reference; and (b) technical support services provided by Microsoft that help customers identify and resolve issues affecting Products, including technical support provided as part of Microsoft Unified Support or Premier Support Services, and any other commercial technical support services. The Professional Services do not include the Products or, for purposes of the DPA only, Supplemental Professional Services.

"Professional Services Data" means all data, including all text, sound, video, image files or software, that are provided to Microsoft, by or on behalf of a Customer (or that Customer authorizes Microsoft to obtain from a Product) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

"2021 Standard Contractual Clauses" means the standard data protection clauses (processor-to-processor module) between Microsoft Ireland Operations Limited and Microsoft Corporation for the transfer of personal data from processors in the EEA to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the GDPR and approved by the European Commission in decision 2021/914/EC, dated 4 June 2021.



“Subprocessor” means other processors used by Microsoft to process Customer Data, Professional Services Data, and Personal Data, as described in Article 28 of the GDPR.

“Supplemental Professional Services” means support requests escalated from support to a Product engineering team for resolution and other consulting and support from Microsoft provided in connection with Products or a volume license agreement that are not included in the definition of Professional Services.

Lower case terms used but not defined in this DPA, such as “personal data breach”, “processing”, “controller”, “processor”, “profiling”, “personal data”, and “data subject” will have the same meaning as set forth in Article 4 of the GDPR, irrespective of whether GDPR applies.

## General Terms

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### Compliance with Laws

Microsoft will comply with all laws and regulations applicable to its providing the Products and Services, including security breach notification law and Data Protection Requirements. However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer’s industry that are not generally applicable to information technology service providers. Microsoft does not determine whether Customer’s data includes information subject to any specific law or regulation. All Security Incidents are subject to the Security Incident Notification terms below.

Customer must comply with all laws and regulations applicable to its use of Products and Services, including laws related to biometric data, confidentiality of communications, and Data Protection Requirements. Customer is responsible for determining whether the Products and Services are appropriate for storage and processing of information subject to any specific law or regulation and for using the Products and Services in a manner consistent with Customer’s legal and regulatory obligations. Customer is responsible for responding to any request from a third party regarding Customer’s use of Products and Services, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

## Data Protection Terms

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This section of the DPA includes the following subsections:

- Scope

- Nature of Data Processing; Ownership
- Disclosure of Processed Data
- Processing of Personal Data; GDPR
- Data Security
- Security Incident Notification
- Data Transfers and Location
- Data Retention and Deletion
- Processor Confidentiality Commitment
- Notice and Controls on use of Subprocessors
- Educational Institutions
- CJIS Customer Agreement
- HIPAA Business Associate
- Telecommunication Data
- California Consumer Privacy Act (CCPA)
- Biometric Data
- Supplemental Professional Services
- How to Contact Microsoft
- Appendix A – Security Measures
- Appendix B – Data Subjects and Categories of Personal Data
- Appendix C – Additional Safeguards Addendum.

## Scope

The DPA Terms apply to all Products and Services except as described in this section.

The DPA Terms will not apply to any Products or Professional Services specifically identified as excluded, or to the extent identified as excluded, in the Product Terms or applicable work order, which are governed by the privacy and security terms in the applicable Product-specific or work order specific terms.

For clarity, the DPA Terms apply only to the processing of data in environments controlled by Microsoft and Microsoft's subprocessors. This includes data sent to Microsoft by Products and Services but does not include data that remains on Customer's premises or in any Customer selected third party operating environments.

For Supplemental Professional Services, Microsoft only makes the commitments in the Supplemental Professional Services section below.

Previews may employ lesser or different privacy and security measures than those typically present in the Products and Services. Unless otherwise noted, Customer should not use Previews to process Personal Data or other data that is subject to legal or regulatory compliance requirements. For Products, the following terms in this DPA do not apply to Previews: Processing of Personal Data; GDPR, Data Security, and HIPAA Business Associate. For Professional Services, offerings designated as Previews or Limited Release only meet the terms of the Supplemental Professional Services.

## Nature of Data Processing; Ownership

Microsoft will use and otherwise process Customer Data, Professional Services Data, and Personal Data only as described and subject to the limitations provided below (a) to provide Customer the Products and Services in accordance with Customer's documented instructions and (b) for business operations incident to providing the Products and Services to Customer. As between the parties, Customer retains all right, title and interest in and to Customer Data and Professional Services Data. Microsoft acquires no rights in Customer Data or Professional Services Data, other than the rights Customer grants to Microsoft in this section. This paragraph does not affect Microsoft's rights in software or services Microsoft licenses to Customer.

### Processing to Provide Customer the Products and Services

For purposes of this DPA, "to provide" a Product consists of:

Delivering functional capabilities as licensed, configured, and used by Customer and its users, including providing personalized user experiences;

Troubleshooting (preventing, detecting, and repairing problems); and

Keeping Products up to date and performant, and enhancing user productivity, reliability, efficacy, quality, and security.

For purposes of this DPA, "to provide" Professional Services consists of:

Delivering the Professional Services, including providing technical support, professional planning, advice, guidance, data migration, deployment, and solution/software development services.

Troubleshooting (preventing, detecting, investigating, mitigating, and repairing problems, including Security Incidents and problems identified in the Professional Services or relevant Product(s) during delivery of Professional Services); and

Enhancing delivery, efficacy, quality, and security of Professional Services and the underlying Product(s) based on issues identified while providing Professional Services, including fixing software defects and otherwise keeping Products and Services up to date and performant.

In each case, providing the Products and Services is conducted in view of security obligations under Data Protection Requirements.

When providing Products and Services, Microsoft will not use or otherwise process Customer Data, Professional Services Data, or Personal Data for: (a) user profiling, (b) advertising or similar commercial purposes, or (c) market research aimed at creating new functionalities, services, or products or any other purpose, unless such use or processing is in accordance with Customer's documented instructions.

## Processing for Business Operations Incident to Providing the Products and Services to Customer

For purposes of this DPA, "business operations" means the processing operations authorized by customer in this section.

Customer authorizes Microsoft:

- to create aggregated statistical, non-personal data from data containing pseudonymized identifiers (such as usage logs containing unique, pseudonymized identifiers); and
- to calculate statistics related to Customer Data or Professional Services Data

in each case without accessing or analyzing the content of Customer Data or Professional Services Data and limited to achieving the purposes below, each as incident to providing the Products and Services to Customer.

Those purposes are:

- billing and account management;
- compensation such as calculating employee commissions and partner incentives;
- internal reporting and business modeling, such as forecasting, revenue, capacity planning, and product strategy; and
- financial reporting.

When processing for these business operations, Microsoft will apply principles of data minimization and will not use or otherwise process Customer Data, Professional Services Data, or Personal Data for: (a) user profiling, (b) advertising or similar commercial purposes, or (c) any other purpose, other than for the purposes set out in this section. In addition, as with all

processing under this DPA, processing for business operations remains subject to Microsoft's confidentiality obligations and commitments under Disclosure of Processed Data.

## Disclosure of Processed Data

Microsoft will not disclose or provide access to any Processed Data except: (1) as Customer directs; (2) as described in this DPA; or (3) as required by law. For purposes of this section, "Processed Data" means: (a) Customer Data; (b) Professional Services Data; (c) Personal Data; and (d) any other data processed by Microsoft in connection with the Products and Services that is Customer's confidential information under Customer's agreement. All processing of Processed Data is subject to Microsoft's obligation of confidentiality under Customer's agreement.

Microsoft will not disclose or provide access to any Processed Data to law enforcement unless required by law. If law enforcement contacts Microsoft with a demand for Processed Data, Microsoft will attempt to redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose or provide access to any Processed Data to law enforcement, Microsoft will promptly notify Customer and provide a copy of the demand unless legally prohibited from doing so.

Upon receipt of any other third-party request for Processed Data, Microsoft will promptly notify Customer unless prohibited by law. Microsoft will reject the request unless required by law to comply. If the request is valid, Microsoft will attempt to redirect the third party to request the data directly from Customer.

Microsoft will only disclose or provide access to any Processed Data as required by law provided that the laws and practices respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society and, as applicable, to safeguard one of the objectives listed in Article 23(1) of GDPR.

Microsoft will not provide any third party: (a) direct, indirect, blanket, or unfettered access to Processed Data; (b) platform encryption keys used to secure Processed Data or the ability to break such encryption; or (c) access to Processed Data if Microsoft is aware that the data is to be used for purposes other than those stated in the third party's request.

In support of the above, Microsoft may provide Customer's basic contact information to the third party.



## Processing of Personal Data; GDPR

All Personal Data processed by Microsoft in connection with providing the Products and Services is obtained as part of either (a) Customer Data, (b) Professional Services Data, or (c) data generated, derived or collected by Microsoft, including data sent to Microsoft as a result of a Customer's use of service-based capabilities or obtained by Microsoft from locally installed software. Personal Data provided to Microsoft by, or on behalf of, Customer through use of the Online Service is also Customer Data. Personal Data provided to Microsoft by, or on behalf of, Customer through use of the Professional Services is also Professional Services Data.

Pseudonymized identifiers may be included in data processed by Microsoft in connection with providing the Products and are also Personal Data. Any Personal Data pseudonymized, or de-identified but not anonymized, or Personal Data derived from Personal Data is also Personal Data.

To the extent Microsoft is a processor or subprocessor of Personal Data subject to the GDPR, the GDPR Terms in [Attachment 1](#) govern, and the language in the sub-section ("Processing of Personal Data; GDPR") shall be deemed supplemental:

### Processor and Controller Roles and Responsibilities

Customer and Microsoft agree that Customer is the controller of Personal Data and Microsoft is the processor of such data, except (a) when Customer acts as a processor of Personal Data, in which case Microsoft is a subprocessor; or (b) as stated otherwise in the Product-specific terms or this DPA. When Microsoft acts as the processor or subprocessor of Personal Data, it will process Personal Data only on documented instructions from Customer. Customer agrees that Customer's agreement (including the DPA Terms and any applicable updates), along with the product documentation and Customer's use and configuration of features in the Products, are Customer's complete documented instructions to Microsoft for the processing of Personal Data, or the Professional Services documentation and Customer's use of the Professional Services.

Information on use and configuration of the Products can be found at

<https://docs.microsoft.com> (or a successor location) or other agreement incorporating this DPA.

Any additional or alternate instructions must be agreed to according to the process for amending Customer's agreement. In any instance where the GDPR applies and Customer is a processor, Customer warrants to Microsoft that Customer's instructions, including appointment of Microsoft as a processor or subprocessor, have been authorized by the relevant controller.

To the extent Microsoft uses or otherwise processes Personal Data subject to the GDPR for business operations incident to providing the Products and Services to Customer, Microsoft will comply with the obligations of an independent data controller under GDPR for such use.

Microsoft is accepting the added responsibilities of a data “controller” under GDPR for such processing to: (a) act consistent with regulatory requirements, to the extent required under GDPR; and (b) provide increased transparency to Customers and confirm Microsoft’s accountability for such processing. Microsoft employs safeguards to protect Customer Data, Professional Services Data, and Personal Data in such processing, including those identified in this DPA and those contemplated in Article 6(4) of the GDPR. With respect to processing of Personal Data under this paragraph, Microsoft makes the commitments set forth in the Additional Safeguards section; for those purposes, (i) any Microsoft disclosure of Personal Data, as described in the Additional Safeguards section, that has been transferred in connection with business operations is deemed a “Relevant Disclosure” and (ii) the commitments in the Additional Safeguards section apply to such Personal Data.

## Processing Details

The parties acknowledge and agree that:

- **Subject Matter.** The subject-matter of the processing is limited to Personal Data within the scope of the section of this DPA entitled “Nature of Data Processing; Ownership” above and the GDPR.
- **Duration of the Processing.** The duration of the processing shall be in accordance with Customer instructions and the terms of the DPA.
- **Nature and Purpose of the Processing.** The nature and purpose of the processing shall be to provide the Products and Services pursuant to Customer’s agreement and for business operations incident to providing the Products and Services to Customer (as further described in the section of this DPA entitled “Nature of Data Processing; Ownership” above).
- **Categories of Data.** The types of Personal Data processed by Microsoft when providing the Products and Services include: (i) Personal Data that Customer elects to include in Customer Data and Professional Services Data; and (ii) those expressly identified in Article 4 of the GDPR that may be generated, derived or collected by Microsoft, including data sent to Microsoft as a result of a Customer’s use of service-based capabilities or obtained by Microsoft from locally installed software. The types of Personal Data that Customer elects to include in Customer Data and Professional Services Data may be any categories of Personal Data identified in records maintained by Customer acting as controller pursuant to Article 30 of the GDPR, including the categories of Personal Data set forth in Appendix B.
- **Data Subjects.** The categories of data subjects are Customer’s representatives and end users, such as employees, contractors, collaborators, and customers, and may include any

other categories of data subjects as identified in records maintained by Customer acting as controller pursuant to Article 30 of the GDPR, including the categories of data subjects set forth in Appendix B.

## Data Subject Rights; Assistance with Requests

Microsoft will make available to Customer, in a manner consistent with the functionality of the Products and Services and Microsoft's role as a processor of Personal Data of data subjects, the ability to fulfill data subject requests to exercise their rights under the GDPR. If Microsoft receives a request from Customer's data subject to exercise one or more of its rights under the GDPR in connection with the Products and Services for which Microsoft is a data processor or subprocessor, Microsoft will redirect the data subject to make its request directly to Customer. Customer will be responsible for responding to any such request including, where necessary, by using the functionality of the Products and Services. Microsoft shall comply with reasonable requests by Customer to assist with Customer's response to such a data subject request.

## Records of Processing Activities

To the extent the GDPR requires Microsoft to collect and maintain records of certain information relating to Customer, Customer will, where requested, supply such information to Microsoft and keep it accurate and up-to-date. Microsoft may make any such information available to the supervisory authority if required by the GDPR.

## Data Security

### Security Practices and Policies

Microsoft will implement and maintain appropriate technical and organizational measures to protect Customer Data, Professional Services Data, and Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed. Those measures shall be set forth in a Microsoft Security Policy. Microsoft will make that policy available to Customer, along with other information reasonably requested by Customer regarding Microsoft security practices and policies.

In addition, those measures shall comply with the requirements set forth in ISO 27001, ISO 27002, and ISO 27018. A description of the security controls for these requirements is available to Customers.

Each Core Online Service also complies with the control standards and frameworks shown in the table in the Product Terms. Each Core Online Service and Professional Service implements and

maintains the security measures set forth in Appendix A for the protection of Customer Data and Professional Services Data.

Microsoft implements and maintains the security measures set forth in Annex II of the 2021 Standard Contractual Clauses for the protection of Personal Data within the scope of the GDPR.

Microsoft may add industry or government standards at any time. Microsoft will not eliminate ISO 27001, ISO 27002, ISO 27018 or any standard or framework in the table for Core Online Services in the Product Terms, unless it is no longer used in the industry and it is replaced with a successor (if any).

## Data Encryption

Customer Data and Professional Services Data (each including any Personal Data therein) in transit over public networks between Customer and Microsoft, or between Microsoft data centers, is encrypted by default.

Microsoft also encrypts Customer Data stored at rest in Online Services and Professional Services Data stored at rest. In the case of Online Services on which Customer or a third-party acting on Customer's behalf may build applications (e.g., certain Azure Services), encryption of data stored in such applications may be employed at the discretion of Customer, using either capabilities provided by Microsoft or obtained by Customer from third parties.

## Data Access

Microsoft employs least privilege access mechanisms to control access to Customer Data and Professional Services Data (including any Personal Data therein). Role-based access controls are employed to ensure that access to Customer Data and Professional Services Data required for service operations is for an appropriate purpose and approved with management oversight. For Core Online Services and Professional Services, Microsoft maintains Access Control mechanisms described in the table entitled "Security Measures" in Appendix A; and there is no standing access by Microsoft personnel to Customer Data, and any required access is for a limited time.

## Customer Responsibilities

Customer is solely responsible for making an independent determination as to whether the technical and organizational measures for Products and Services meet Customer's requirements, including any of its security obligations under applicable Data Protection Requirements. Customer acknowledges and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its Personal Data as well as the risks to individuals) the security practices and policies implemented and maintained by Microsoft provide a level of security appropriate to the risk with respect to its

Personal Data. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls (such as devices enrolled with Microsoft Intune or within a Microsoft Azure customer's virtual machine or application).

## Auditing Compliance

Microsoft will conduct audits of the security of the computers, computing environment, and physical data centers that it uses in processing Customer Data, Professional Service Data, and Personal Data, as follows:

- Where a standard or framework provides for audits, an audit of such control standard or framework will be initiated at least annually.
- Each audit will be performed according to the standards and rules of the regulatory or accreditation body for each applicable control standard or framework.
- Each audit will be performed by qualified, independent, third party security auditors at Microsoft's selection and expense.

Each audit will result in the generation of an audit report ("Microsoft Audit Report"), which Microsoft will make available at <https://servicetrust.microsoft.com/> or another location identified by Microsoft. The Microsoft Audit Report will be Microsoft's Confidential Information and will clearly disclose any material findings by the auditor. Microsoft will promptly remediate issues raised in any Microsoft Audit Report to the satisfaction of the auditor. If Customer requests, Microsoft will provide Customer with each Microsoft Audit Report. The Microsoft Audit Report will be subject to non-disclosure and distribution limitations of Microsoft and the auditor.

To the extent Customer's audit requirements under the Data Protection Requirements cannot reasonably be satisfied through audit reports, documentation or compliance information Microsoft makes generally available to its customers, Microsoft will promptly respond to Customer's additional audit instructions. Before the commencement of an audit, Customer and Microsoft will mutually agree upon the scope, timing, duration, control and evidence requirements, and fees for the audit, provided that this requirement to agree will not permit Microsoft to unreasonably delay performance of the audit. To the extent needed to perform the audit, Microsoft will make the processing systems, facilities and supporting documentation relevant to the processing of Customer Data, Professional Services Data, and Personal Data by Microsoft, its Affiliates, and its Subprocessors available. Such an audit will be conducted by an independent, accredited third-party audit firm, during regular business hours, with reasonable advance notice to Microsoft, and subject to reasonable confidentiality procedures. Neither Customer nor the auditor shall have access to any data from Microsoft's other customers or to



Microsoft systems or facilities not involved in providing the applicable Products and Services. Customer is responsible for all costs and fees related to such audit, including all reasonable costs and fees for any and all time Microsoft expends for any such audit, in addition to the rates for services performed by Microsoft. If the audit report generated as a result of Customer's audit includes any finding of material non-compliance, Customer shall share such audit report with Microsoft and Microsoft shall promptly cure any material non-compliance.

Nothing in this section of the DPA varies or modifies the GDPR Terms or affects any supervisory authority's or data subject's rights under the Data Protection Requirements. Microsoft Corporation is an intended third-party beneficiary of this section.

## Security Incident Notification

If Microsoft becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, Professional Services Data, or Personal Data while processed by Microsoft (each a "Security Incident"), Microsoft will promptly and without undue delay (1) notify Customer of the Security Incident; (2) investigate the Security Incident and provide Customer with detailed information about the Security Incident; (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

Notification(s) of Security Incidents will be delivered to Customer by any means Microsoft selects, including via email. It is Customer's sole responsibility to ensure Customer maintains accurate contact information with Microsoft for each applicable Product and Professional Service. Customer is solely responsible for complying with its obligations under incident notification laws applicable to Customer and fulfilling any third-party notification obligations related to any Security Incident.

Microsoft shall make reasonable efforts to assist Customer in fulfilling Customer's obligation under GDPR Article 33 or other applicable law or regulation to notify the relevant supervisory authority and data subjects about such Security Incident.

Microsoft's notification of or response to a Security Incident under this section is not an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.

Customer must notify Microsoft promptly about any possible misuse of its accounts or authentication credentials or any security incident related to the Products and Services.



## Data Transfers and Location

### Data Transfers

Customer Data, Professional Services Data, and Personal Data that Microsoft processes on Customer's behalf may not be transferred to, or stored and processed in a geographic location except in accordance with the DPA Terms and the safeguards provided below in this section. Taking into account such safeguards, Customer appoints Microsoft to transfer Customer Data, Professional Services Data, and Personal Data to the United States or any other country in which Microsoft or its Subprocessors operate and to store and process Customer Data, and Personal Data to provide the Products, except as described elsewhere in the DPA Terms.

All transfers of Customer Data, Professional Services Data, and Personal Data out of the European Union, European Economic Area, United Kingdom, and Switzerland to provide the Products and Services are subject to the terms of the 2021 Standard Contractual Clauses implemented by Microsoft. In addition, transfers from the United Kingdom are subject to the terms of the IDTA implemented by Microsoft. For purposes of this DPA, the "IDTA" means the International data transfer addendum to the European Commission's standard contractual clauses for international data transfers issued by the UK Information Commissioner's Office under S119A(1) of the UK Data Protection Act 2018. Microsoft will abide by the requirements of European Economic Area, United Kingdom, and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area, United Kingdom, and Switzerland. All transfers of Personal Data to a third country or an international organization will be subject to appropriate safeguards as described in Article 46 of the GDPR and such transfers and safeguards will be documented according to Article 30(2) of the GDPR.

In addition, Microsoft is certified to the EU-U.S. and Swiss-U.S. Data Privacy Frameworks, the UK Extension to the EU-U.S. Data Privacy Framework and the commitments they entail. Microsoft agrees to notify Customer if it makes a determination that it can no longer meet its obligation to provide the same level of protection as is required by the principles of the Data Privacy Frameworks.

### Location of Customer Data

For the Core Online Services, Microsoft will store Customer Data at rest within certain major geographic areas (each, a Geo) as set forth in the Product Terms.

For EU Data Boundary Online Services, Microsoft will store and process Customer Data, Personal Data, and store Professional Services Data at rest within the European Union as set forth in the Product Terms.

Microsoft does not control or limit the regions from which Customer or Customer's end users may access or move Customer Data.

## **Data Retention and Deletion**

At all times during the term of Customer's subscription or the applicable Professional Services engagement, Customer will have the ability to access, extract and delete Customer Data stored in each Online Service and Professional Services Data.

Except for free trials and LinkedIn services, Microsoft will retain Customer Data that remains stored in Online Services in a limited function account for 90 days after expiration or termination of Customer's subscription so that Customer may extract the data. After the 90-day retention period ends, Microsoft will disable Customer's account and delete the Customer Data and Personal Data stored in Online Services within an additional 90 days, unless authorized under this DPA to retain such data.

For Personal Data in connection with the Software and for Professional Services Data, Microsoft will delete all copies after the business purposes for which the data was collected or transferred have been fulfilled or earlier upon Customer's request, unless authorized under this DPA to retain such data.

The Online Service may not support retention or extraction of software provided by Customer. Microsoft has no liability for the deletion of Customer Data, Professional Services Data, or Personal Data as described in this section.

## **Processor Confidentiality Commitment**

Microsoft will ensure that its personnel engaged in the processing of Customer Data, Professional Services Data, and Personal Data (i) will process such data only on instructions from Customer or as described in this DPA, and (ii) will be obligated to maintain the confidentiality and security of such data even after their engagement ends. Microsoft shall provide periodic and mandatory data privacy and security training and awareness to its employees with access to Customer Data, Professional Services Data, and Personal Data in accordance with applicable Data Protection Requirements and industry standards.

## Notice and Controls on use of Subprocessors

Microsoft may hire Subprocessors to provide certain limited or ancillary services on its behalf. Customer consents to this engagement and to Microsoft Affiliates as Subprocessors. The above authorizations will constitute Customer's prior written consent to the subcontracting by Microsoft of the processing of Customer Data, Professional Services Data, and Personal Data if such consent is required under the Standard Contractual Clauses or the GDPR Terms.

Microsoft is responsible for its Subprocessors' compliance with Microsoft's obligations in this DPA. Microsoft makes available information about Subprocessors on a Microsoft website. When engaging any Subprocessor, Microsoft will ensure via a written contract that the Subprocessor may access and use Customer Data, Professional Services Data, or Personal Data only to deliver the services Microsoft has retained them to provide and is prohibited from using Customer Data, Professional Services Data, or Personal Data for any other purpose. Microsoft will ensure that Subprocessors are bound by written agreements that require them to provide at least the level of data protection required of Microsoft by the DPA, including the limitations on disclosure of Processed Data. Microsoft agrees to oversee the Subprocessors to ensure that these contractual obligations are met.

From time to time, Microsoft may engage new Subprocessors. Microsoft will give Customer notice and, as applicable, update the website and provide Customer with a mechanism to obtain notice of that update of any new Subprocessor at least 6 months in advance of providing that Subprocessor with access to Customer Data. Additionally, Microsoft will give Customer notice and, as applicable, update the website and provide Customer with a mechanism to obtain notice of that update of any new Subprocessor at least 30 days in advance of providing that Subprocessor with access to Professional Services Data or Personal Data other than that which is contained in Customer Data. If Microsoft engages a new Subprocessor for a new Product or Professional Service that processes Customer Data, Professional Services Data, or Personal Data, Microsoft will give Customer notice prior to availability of that Product or Professional Service.

If Customer does not approve of a new Subprocessor for an Online Service or Professional Services, then Customer may terminate any subscription for the affected Online Service or the applicable Statements of Service for the applicable Professional Service, respectively, without penalty or termination fee by providing, before the end of the relevant notice period, written notice of termination. If Customer does not approve of a new Subprocessor for Software, and Customer cannot reasonably avoid use of the Subprocessor by restricting Microsoft from processing data as set forth in the documentation or this DPA, then Customer may terminate any license for the affected software product without penalty by providing, before the end of the

relevant notice period, written notice of termination. Customer may also include an explanation of the grounds for non-approval together with the termination notice, in order to permit Microsoft to re-evaluate any such new Subprocessor based on the applicable concerns. If the affected Product is part of a suite (or similar single purchase of services), then any termination will apply to the entire suite. After termination, Microsoft will remove payment obligations for any subscriptions or other applicable unpaid work for the terminated Products or Services from subsequent invoices to Customer or its reseller.

## **Educational Institutions**

If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), apply, Microsoft acknowledges that for the purposes of the DPA, Microsoft is a "school official" with "legitimate educational interests" in the Customer Data and Professional Services Data, as those terms have been defined under FERPA and its implementing regulations, and Microsoft agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.

Customer understands that Microsoft may possess limited or no contact information for Customer's students and students' parents. Consequently, Customer will be responsible for obtaining any parental consent for any end user's use of the Products and Services that may be required by applicable law and to convey notification on behalf of Microsoft to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data and Professional Services Data in Microsoft's possession as may be required under applicable law.

## **CJIS Customer Agreement**

Microsoft provides certain government cloud services ("Covered Services") in accordance with the FBI Criminal Justice Information Services ("CJIS") Security Policy ("CJIS Policy"). The CJIS Policy governs the use and transmission of criminal justice information. All Microsoft CJIS Covered Services shall be governed by the terms and conditions in the CJIS Management Agreement.

## **HIPAA Business Associate**

If Customer is a "covered entity" or a "business associate" and includes "protected health information" in Customer Data or Professional Services Data, as those terms are defined under the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations

promulgated thereunder (collectively, "HIPAA"), execution of Customer's agreement includes execution of the HIPAA Business Associate Agreement ("BAA"). The full text of the BAA identifies the Online Services or Professional Services to which it applies and is available at <http://aka.ms/BAA>. Customer may opt out of the BAA by sending the following information to Microsoft in a written notice (under the terms of the Customer's agreement):

- the full legal name of the Customer and any Affiliate that is opting out; and
- if Customer has multiple agreements, Customer's agreement to which the opt out applies.

## Telecommunication Data

To the extent Microsoft is processing traffic, content and other Personal Data in the provision of Products and Services that qualify as telecommunication services under applicable law, specific statutory obligations may apply. Microsoft will comply with all telecommunication specific laws and regulations applicable to its providing the Products and Services, including security breach notification, Data Protection Requirements, and telecommunication secrecy.

## California Consumer Privacy Act (CCPA)

If Microsoft is processing Personal Data within the scope of the CCPA, Microsoft makes the following additional commitments to Customer. Microsoft will process Customer Data, Professional Services Data, and Personal Data on behalf of Customer and, not retain, use, or disclose that data for any purpose other than for the purposes set out in the DPA Terms and as permitted under the CCPA, including under any "sale" exemption. In no event will Microsoft sell any such data. These CCPA terms do not limit or reduce any data protection commitments Microsoft makes to Customer in the DPA Terms, Product Terms, or other agreement between Microsoft and Customer.

## Biometric Data

If Customer uses Products and Services to process Biometric Data, Customer is responsible for: (i) providing notice to data subjects, including with respect to retention periods and destruction; (ii) obtaining consent from data subjects; and (iii) deleting the Biometric Data, all as appropriate and required under applicable Data Protection Requirements. Microsoft will process that Biometric Data following Customer's documented instructions (as described in the "Processor and Controller Roles and Responsibilities" section above) and protect that Biometric Data in accordance with the data security and protection terms under this DPA. For purposes of this section, "Biometric Data" will have the meaning set forth in Article 4 of the GDPR and, if applicable, equivalent terms in other Data Protection Requirements.

## Supplemental Professional Services

When used in the sections listed below, the defined term "Professional Services" includes Supplemental Professional Services, and the defined term "Professional Services Data" includes data obtained for Supplemental Professional Services.

For Supplemental Professional Services, the following sections of the DPA apply in the same manner as they apply to Professional Services: "Introduction", "Compliance with Laws", "Nature of Processing; Ownership", "Disclosure of Processed Data", "Processing of Personal Data; GDPR", the first paragraph of "Security Practices and Policies", "Customer Responsibilities", "Security Incident Notification", "Data Transfer" (including the terms regarding the 2021 Standard Contractual Clauses), the third paragraph of "Data Retention and Deletion", "Processor Confidentiality Commitment", "Notice and Controls on use of Subprocessors", "HIPAA Business Associate" (to the extent applicable in the BAA), "California Consumer Privacy Act (CCPA)", "Biometric Data", "How to Contact Microsoft", "Appendix B – Data Subjects and Categories of Personal Data", and "Appendix C – Additional Safeguards Addendum".

## How to Contact Microsoft

If Customer believes that Microsoft is not adhering to its privacy or security commitments, Customer may contact customer support or use Microsoft's Privacy web form, located at <http://go.microsoft.com/?linkid=9846224>. Microsoft's mailing address is:

### **Microsoft Enterprise Service Privacy**

Microsoft Corporation  
One Microsoft Way  
Redmond, Washington 98052 USA

Microsoft Ireland Operations Limited is Microsoft's data protection representative for the European Economic Area and Switzerland. The privacy representative of Microsoft Ireland Operations Limited can be reached at the following address:

### **Microsoft Ireland Operations, Ltd.**

Attn: Data Protection  
One Microsoft Place  
South County Business Park  
Leopardstown  
Dublin 18, D18 P521, Ireland



## Appendix A – Security Measures

Microsoft has implemented and will maintain for Customer Data in the Core Online Services and Professional Services Data the following security measures, which in conjunction with the security commitments in this DPA (including the GDPR Terms), are Microsoft's only responsibility with respect to the security of that data.

Domain	Practices
Organization of Information Security	<p><b>Security Ownership.</b> Microsoft has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.</p> <p><b>Security Roles and Responsibilities.</b> Microsoft personnel with access to Customer Data or Professional Services Data are subject to confidentiality obligations.</p> <p><b>Risk Management Program.</b> Microsoft performed a risk assessment before processing the Customer Data or launching the Online Services service and before processing Professional Service Data or launching the Professional Services.</p> <p>Microsoft retains its security documents pursuant to its retention requirements after they are no longer in effect.</p>
Asset Management	<p><b>Asset Inventory.</b> Microsoft maintains an inventory of all media on which Customer Data or Professional Services Data is stored. Access to the inventories of such media is restricted to Microsoft personnel authorized in writing to have such access.</p> <p><b>Asset Handling</b></p> <ul style="list-style-type: none"> <li>• Microsoft classifies Customer Data and Professional Services Data to help identify it and to allow for access to it to be appropriately restricted.</li> <li>• Microsoft imposes restrictions on printing Customer Data and Professional Services Data and has procedures for disposing of printed materials that contain such data.</li> <li>• Microsoft personnel must obtain Microsoft authorization prior to storing Customer Data or Professional Services Data on portable devices, remotely accessing such data, or processing such data outside Microsoft's facilities.</li> </ul>

Domain	Practices
Human Resources Security	<p><b>Security Training.</b> Microsoft informs its personnel about relevant security procedures and their respective roles. Microsoft also informs its personnel of possible consequences of breaching the security rules and procedures. Microsoft will only use anonymous data in training.</p>
Physical and Environmental Security	<p><b>Physical Access to Facilities.</b> Microsoft limits access to facilities where information systems that process Customer Data or Professional Services Data are located to identified authorized individuals.</p> <p><b>Physical Access to Components.</b> Microsoft maintains records of the incoming and outgoing media containing Customer Data or Professional Services Data, including the kind of media, the authorized sender/recipients, date and time, the number of media and the types of such data they contain.</p> <p><b>Protection from Disruptions.</b> Microsoft uses a variety of industry standard systems to protect against loss of data due to power supply failure or line interference.</p> <p><b>Component Disposal.</b> Microsoft uses industry standard processes to delete Customer Data and Professional Services Data when it is no longer needed.</p>
Communications and Operations Management	<p><b>Operational Policy.</b> Microsoft maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Data or Professional Services Data.</p> <p><b>Data Recovery Procedures</b></p> <ul style="list-style-type: none"> <li>On an ongoing basis, but in no case less frequently than once a week (unless no updates have occurred during that period), Microsoft maintains multiple copies of Customer Data and Professional Services Data from which such data can be recovered.</li> <li>Microsoft stores copies of Customer Data and Professional Services Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data and Professional Services Data are located.</li> <li>Microsoft has specific procedures in place governing access to copies of Customer Data and Professional Services Data.</li> <li>Microsoft reviews data recovery procedures at least every six months, except for data recovery procedures for Professional</li> </ul>

Domain	Practices
	<p>Services and for Azure Government Services, which are reviewed every twelve months.</p> <ul style="list-style-type: none"> <li>• Microsoft logs data restoration efforts, including the person responsible, the description of the restored data and where applicable, the person responsible and which data (if any) had to be input manually in the data recovery process.</li> <li>• Malicious Software. Microsoft has anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Data and Professional Services Data, including malicious software originating from public networks.</li> </ul> <p><b>Data Beyond Boundaries</b></p> <ul style="list-style-type: none"> <li>• Microsoft encrypts, or enables Customer to encrypt, Customer Data and Professional Services Data that is transmitted over public networks.</li> <li>• Microsoft restricts access to Customer Data and Professional Services Data in media leaving its facilities.</li> </ul> <p><b>Event Logging.</b> Microsoft logs, or enables Customer to log, access and use of information systems containing Customer Data or Professional Services Data, registering the access ID, time, authorization granted or denied, and relevant activity.</p>
Access Control	<p><b>Access Policy.</b> Microsoft maintains a record of security privileges of individuals having access to Customer Data or Professional Services Data.</p> <p><b>Access Authorization</b></p> <ul style="list-style-type: none"> <li>• Microsoft maintains and updates a record of personnel authorized to access Microsoft systems that contain Customer Data or Professional Services Data.</li> <li>• Microsoft deactivates authentication credentials that have not been used for a period of time not to exceed six months.</li> <li>• Microsoft identifies those personnel who may grant, alter or cancel authorized access to data and resources.</li> <li>• Microsoft ensures that where more than one individual has access to systems containing Customer Data or Professional Services Data, the individuals have separate identifiers/log-ins.</li> </ul> <p><b>Least Privilege</b></p>

Domain	Practices
	<ul style="list-style-type: none"> <li>• Technical support personnel are only permitted to have access to Customer Data and Professional Services Data when needed.</li> <li>• Microsoft restricts access to Customer Data and Professional Services Data to only those individuals who require such access to perform their job function.</li> </ul> <p><b>Integrity and Confidentiality</b></p> <ul style="list-style-type: none"> <li>• Microsoft instructs Microsoft personnel to disable administrative sessions when leaving premises Microsoft controls or when computers are otherwise left unattended.</li> <li>• Microsoft stores passwords in a way that makes them unintelligible while they are in force.</li> </ul> <p><b>Authentication</b></p> <ul style="list-style-type: none"> <li>• Microsoft uses industry standard practices to identify and authenticate users who attempt to access information systems.</li> <li>• Where authentication mechanisms are based on passwords, Microsoft requires that the passwords are renewed regularly.</li> <li>• Where authentication mechanisms are based on passwords, Microsoft requires the password to be at least eight characters long.</li> <li>• Microsoft ensures that de-activated or expired identifiers are not granted to other individuals.</li> <li>• Microsoft monitors, or enables Customer to monitor, repeated attempts to gain access to the information system using an invalid password.</li> <li>• Microsoft maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed.</li> <li>• Microsoft uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.</li> </ul> <p><b>Network Design.</b> Microsoft has controls to avoid individuals assuming access rights they have not been assigned to gain access to Customer Data or Professional Services Data they are not authorized to access.</p>
Information Security Incident Management	<p><b>Incident Response Process</b></p> <ul style="list-style-type: none"> <li>• Microsoft maintains a record of security breaches with a description of the breach, the time period, the consequences of the</li> </ul>

Domain	Practices
	<p>breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data.</p> <ul style="list-style-type: none"> <li>• For each security breach that is a Security Incident, notification by Microsoft (as described in the "Security Incident Notification" section above) will be made without undue delay and, in any event, within 72 hours.</li> <li>• Microsoft tracks, or enables Customer to track, disclosures of Customer Data and Professional Services Data, including what data has been disclosed, to whom, and at what time.</li> </ul> <p><b>Service Monitoring.</b> Microsoft security personnel verify logs at least every six months to propose remediation efforts if necessary.</p>
Business Continuity Management	<ul style="list-style-type: none"> <li>• Microsoft maintains emergency and contingency plans for the facilities in which Microsoft information systems that process Customer Data or Professional Services Data are located.</li> <li>• Microsoft's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Customer Data and Professional Services Data in its original or last-replicated state from before the time it was lost or destroyed.</li> </ul>

## Appendix B – Data Subjects and Categories of Personal Data

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**Data subjects:** Data subjects include the Customer's representatives and end-users including employees, contractors, collaborators, and customers of the Customer. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by Microsoft. Microsoft acknowledges that, depending on Customer's use of the Products and Services, Customer may elect to include personal data from any of the following types of data subjects in the personal data:

- Employees, contractors and temporary workers (current, former, prospective) of Customer;
- Dependents of the above;
- Customer's collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former);
- Users (e.g., customers, clients, patients, visitors, etc.) and other data subjects that are users of Customer's services;
- Partners, stakeholders or individuals who actively collaborate, communicate or otherwise interact with employees of the Customer and/or use communication tools such as apps and websites provided by the Customer;
- Stakeholders or individuals who passively interact with Customer (e.g., because they are the subject of an investigation, research or mentioned in documents or correspondence from or to the Customer);
- Minors; or
- Professionals with professional privilege (e.g., doctors, lawyers, notaries, religious workers, etc.).

**Categories of data:** The personal data that is included in e-mail, documents and other data in an electronic form in the context of the Products and Services. Microsoft acknowledges that, depending on Customer's use of the Products and Services, Customer may elect to include personal data from any of the following categories in the personal data:

- Basic personal data (for example place of birth, street name and house number (address), postal code, city of residence, country of residence, mobile phone number, first name, last



name, initials, email address, gender, date of birth), including basic personal data about family members and children;

- Authentication data (for example user name, password or PIN code, security question, audit trail);
- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);
- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);
- Pseudonymous identifiers;
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Commercial Information (for example history of purchases, special offers, subscription information, payment history);
- Biometric Information (for example DNA, fingerprints and iris scans);
- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);
- Photos, video and audio;
- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);
- Device identification (for example IMEI-number, SIM card number, MAC address);
- Profiling (for example based on observed criminal or anti-social behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);
- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data, including worked hours, assessments and salary, work permit details, availability, terms of employment, tax details, payment details, insurance details and location and organizations);
- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);
- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);

- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offences); or
- Any other personal data identified in Article 4 of the GDPR.

## Appendix C – Additional Safeguards Addendum

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By this Additional Safeguards Addendum to the DPA (this “Addendum”), Microsoft provides additional safeguards to Customer for the processing of personal data, within the scope of the GDPR, by Microsoft on behalf of Customer and additional redress to the data subjects to whom that personal data relates.

This Addendum supplements and is made part of, but is not in variation or modification of, the DPA.

1. **Challenges to Orders.** In the event Microsoft receives an order from any third party for compelled disclosure of any personal data processed under this DPA, Microsoft shall:
  - a. use every reasonable effort to redirect the third party to request data directly from Customer;
  - b. promptly notify Customer, unless prohibited under the law applicable to the requesting third party, and, if prohibited from notifying Customer, use all lawful efforts to obtain the right to waive the prohibition in order to communicate as much information to Customer as soon as possible; and
  - c. use all lawful efforts to challenge the order for disclosure on the basis of any legal deficiencies under the laws of the requesting party or any relevant conflicts with applicable law of the European Union or applicable Member State law.

If, after the steps described in a. through c. above, Microsoft or any of its affiliates remains compelled to disclose personal data, Microsoft will disclose only the minimum amount of that data necessary to satisfy the order for compelled disclosure.

For purpose of this section, lawful efforts do not include actions that would result in civil or criminal penalty such as contempt of court under the laws of the relevant jurisdiction.

2. **Indemnification of Data Subjects.** Subject to Sections 3 and 4, Microsoft shall indemnify a data subject for any material or non-material damage to the data subject caused by Microsoft’s disclosure of personal data of the data subject that has been transferred in response to an order from a non-EU/EEA government body or law enforcement agency in violation of Microsoft’s obligations under Chapter V of the GDPR (a “Relevant Disclosure”). Notwithstanding the foregoing, Microsoft shall have no obligation to indemnify the data subject under this Section 2 to the extent the data subject has already received compensation for the same damage, whether from Microsoft or otherwise.

3. **Conditions of Indemnification.** Indemnification under Section 2 is conditional upon the data subject establishing, to Microsoft's reasonable satisfaction, that:
- Microsoft engaged in a Relevant Disclosure;
  - the Relevant Disclosure was the basis of an official proceeding by the non-EU/EEA government body or law enforcement agency against the data subject; and
  - the Relevant Disclosure directly caused the data subject to suffer material or non-material damage.

The data subject bears the burden of proof with respect to conditions a. through c.

Notwithstanding the foregoing, Microsoft shall have no obligation to indemnify the data subject under Section 2 if Microsoft establishes that the Relevant Disclosure did not violate its obligations under Chapter V of the GDPR.

4. **Scope of Damages.** Indemnification under Section 2 is limited to material and non-material damages as provided in the GDPR and excludes consequential damages and all other damages not resulting from Microsoft's infringement of the GDPR.
5. **Exercise of Rights.** Rights granted to data subjects under this Addendum may be enforced by the data subject against Microsoft irrespective of any restriction in Clauses 3 or 6 of the Standard Contractual Clauses. The data subject may only bring a claim under this Addendum on an individual basis, and not part of a class, collective, group or representative action. Rights granted to data subjects under this Addendum are personal to the data subject and may not be assigned.
6. **Notice of Change.** Microsoft agrees and warrants that it has no reason to believe that the legislation applicable to it or its sub-processors, including in any country to which personal data is transferred either by itself or through a sub-processor, prevents it from fulfilling the instructions received from the Customer and its obligations under this Addendum or the 2021 Standard Contractual Clauses and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by this Addendum or the Standard Contractual Clauses, it will promptly notify the change to Customer as soon as it is aware, in which case Customer is entitled to suspend the transfer of data and/or terminate the contract.

# Attachment 1 – European Union General Data Protection Regulation Terms

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Microsoft makes the commitments in these GDPR Terms, to all customers effective May 25, 2018. These commitments are binding upon Microsoft with regard to Customer regardless of (1) the version of the Product Terms and DPA that is otherwise applicable to any given Product subscription or license, or (2) any other agreement that references this attachment.

For purposes of these GDPR Terms, Customer and Microsoft agree that Customer is the controller of Personal Data and Microsoft is the processor of such data, except when Customer acts as a processor of Personal Data, in which case Microsoft is a subprocessor. These GDPR Terms apply to the processing of Personal Data, within the scope of the GDPR, by Microsoft on behalf of Customer. These GDPR Terms do not limit or reduce any data protection commitments Microsoft makes to Customer in the Product Terms or other agreement between Microsoft and Customer. These GDPR Terms do not apply where Microsoft is a controller of Personal Data.

## Relevant GDPR Obligations: Articles 5, 28, 32, and 33

1. Microsoft supports Customer's accountability obligations via this DPA and the product documentation provided to Customer, and will continue to do so during the term of the term of Customer's subscription or the applicable Professional Services engagement pursuant to subsection 3(h) below. (Article 5(2))
2. Microsoft shall not engage another processor without prior specific or general written authorisation of Customer. In the case of general written authorisation, Microsoft shall inform Customer of any intended changes concerning the addition or replacement of other processors, thereby giving Customer the opportunity to object to such changes. (Article 28(2))
3. Processing by Microsoft shall be governed by these GDPR Terms under European Union (hereafter "Union") or Member State law and are binding on Microsoft with regard to Customer. The subject-matter and duration of the processing, the nature and purpose of the processing, the type of Personal Data, the categories of data subjects and the obligations and rights of the Customer are set forth in the Customer's licensing agreement, including these GDPR Terms. In particular, Microsoft shall:
  - a. process the Personal Data only on documented instructions from Customer, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by Union or Member State law to which



Microsoft is subject; in such a case, Microsoft shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

- b. ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c. take all measures required pursuant to Article 32 of the GDPR;
- d. respect the conditions referred to in paragraphs 1 and 3 for engaging another processor;
- e. taking into account the nature of the processing, assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- f. assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to Microsoft;
- g. at the choice of Customer, delete or return all the Personal Data to Customer after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data;
- h. make available to Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer.

Microsoft shall immediately inform Customer if, in its opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions. (Article 28(3))

- 4. Where Microsoft engages another processor for carrying out specific processing activities on behalf of Customer, the same data protection obligations as set out in these GDPR Terms shall be imposed on that other processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil its data protection obligations, Microsoft shall remain fully liable to the Customer for the performance of that other processor's obligations. (Article 28(4))
- 5. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Customer and Microsoft shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- a. the pseudonymisation and encryption of Personal Data;
  - b. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - c. the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
  - d. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. (Article 32(1))
6. In assessing the appropriate level of security, account shall be taken of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed. (Article 32(2))
7. Customer and Microsoft shall take steps to ensure that any natural person acting under the authority of Customer or Microsoft who has access to Personal Data does not process them except on instructions from Customer, unless he or she is required to do so by Union or Member State law. (Article 32(4))
8. Microsoft shall notify Customer without undue delay after becoming aware of a Personal Data breach. (Article 33(2)). Such notification will include that information a processor must provide to a controller under Article 33(3) to the extent such information is reasonably available to Microsoft.

# **Microsoft Unified Enterprise Support Services Description (USSD)**

# Microsoft Unified Enterprise Support Services Description (USSD)

January 2025

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## **1 About this document**

The Microsoft Unified Enterprise Support Services Description provides information on the support services available for purchase from Microsoft. It is important to familiarize yourself with the descriptions of the services you purchase, including any prerequisites, disclaimers, limitations, and customer responsibilities. The services you purchase will be listed in your Enterprise Services Work Order (Work Order) or another applicable Statement of Services that references and incorporates this document.

Please note that not all services listed in this document are available globally. To determine which services are available for purchase in your local area, please contact your Microsoft representative. Available services are subject to change.

## 2 Customer success and support services

Microsoft Unified Enterprise Support Services (support services) is a comprehensive set of support services that can help you accelerate your journey to the cloud, optimize your IT solutions, and leverage technology to realize new business opportunities at any stage of the IT lifecycle. Our support services are tailored to meet your specific needs and help you get the most out of your Microsoft investment. Our support services include:

- **Proactive Services:** These services are designed to improve the health of your IT infrastructure and operations.
- **Success Management Services:** This service is designed to facilitate planning and implementation.
- **Problem Resolution Services:** These services provide prioritized 24x7 problem resolutions to minimize downtime and ensure rapid response.

### 2.1 How to purchase

Support services are available as a Base Package, with Proactive Services, Mission Critical services and enhanced solutions available to purchase under an existing Base Package agreement listed in the Enterprise Services Work Order. The details of each package are described below:

- **Base Package:** This package includes our core support services.
- **Proactive Services:** These include additional support services that can be added to the Base Package as needed.
- **Mission Critical Services:** A combination of proactive and reactive services that cover a specific workload, event or Microsoft product that can be added to the Base Package as needed.
- **Enhanced Solutions:** These include in-depth support experiences and solutions that can be added to the Base Package as needed.

Please note that the services available for purchase under the existing Base Package agreement are listed in the Enterprise Services Work Order. If you have any questions about which services are available for purchase, please contact your Microsoft representative.

**Table 1 – Support services definitions**

Item	Definition
<b>Base Package</b>	A combination of proactive, reactive and success and delivery management services that support Microsoft products and/or Online Services in use within your organization.
<b>Proactive Services</b>	Additional support services, including Proactive services are available to add to your Base Package during the term of your Work Order and are represented with a "+" throughout this section.
<b>Mission Critical Services</b>	A combination of proactive and reactive services, which cover a specific workload, event or Microsoft product or customer IT

system, are available to add to your support Base Package during the term of your Work Order and are also represented with a "+" throughout this section.

<b>Enhanced Solutions</b>	Support services, which cover a specific Microsoft product or customer IT system, are available to add to your support Base Package during the term of your Work Order and are also represented with a "+" throughout this section.
<b>Multi-Country Program</b>	The multi-country program for Unified provides options to you in the distribution and contracting of services in desired locations, as described in your Work Order (or Work Orders). Please refer to section 2.6 for more information on the multi-country program.

## 2.2 Flex allowance

Flex allowance is a flexible portion of your base package list price that can be applied towards the purchase of Mission Critical Services, proactive services, enhanced solutions, proactive credits, or custom proactive services at the time of your services purchase. Your Microsoft representative will provide more details on how to apply Flex Allowance to your agreement.

The following conditions apply to the allocation of your Flex Allowance:

- **Proactive Credits or Custom Proactive Services:** Up to 20% or \$50,000, whichever is higher, of your allotted Flex Allowance may be applied to the purchase of Proactive Credits or Custom Proactive Services.
- **Annual Allocation:** Flex Allowance is allocated on an annual basis, and any services to which Flex Allowance has been applied must be utilized during the applicable annual term.
- **Success Management Services:** Flex Allowance may not be used for Service Delivery Management services, as defined herein.
- **Exchange of Services:** If you ordered one type of service with Flex Allowance and wish to exchange it for another type of service, you may apply equivalent value to an alternative service where available and agreed upon with your service delivery resource.
- **Allocation Deadline:** All available Flex Allowance must be allocated by the time of contract execution, or it will be forfeited.

## 2.3 Description of Microsoft Unified Enterprise Support Services

This section describes the items that are combined to form your support services package. Additionally, we have listed services that can be added to your Base Package or during the term of the agreement. Part of your Base Package includes a flex allowance to use to add proactive services (marked with "+"), Mission Critical Services, enhanced solutions services and/or Custom Proactive services to your Base Package. Base Package included services are represented with a "✓" throughout this section. Our support services include:

- **Proactive Services:** These services help prevent issues in your Microsoft environment and are scheduled to ensure resource availability and delivery during the term of the applicable Work Order. The Proactive Services that follow are available as identified below or detailed in your Work Order. Onsite delivery may not be available for all services and in all geographies. Delivery will be remote unless otherwise agreed in writing and for an additional fee or unless expressly sold as an onsite service.
- **Planning Services:** These 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.

**Table 2 – Planning service types**

Planning service types	Plan
<ul style="list-style-type: none"> <li>• <b>Proof of Concept:</b> This engagement aims to provide evidence that enables the customer to evaluate the feasibility of a proposed technical solution. The evidence can take the form of working prototypes, documents, and designs, but they are not usually production-ready deliverables.</li> </ul>	+
<ul style="list-style-type: none"> <li>• <b>Architecture Services:</b> An engagement, structured as a series of discussions led by a Microsoft expert. Our experts will work with customers to translate business requirements into tailor-made solution architectures that will accelerate deployment success. These discussions may involve evaluating technical requirements, examining the existing architecture design, and providing experienced technical insights into solution architecture best practices. This process is intended to create a technical solution design that aligns with the given goals and objectives and serves as a crucial reference document for the production deployment phase.</li> </ul>	+

+ - Additional service that may be purchased.

## Implementation services

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

**Table 3 – Implementation service types**

Implementation service types	Plan
<ul style="list-style-type: none"> <li>• <b>Onboarding Services:</b> Provide short-term assistance with deployment, migration, upgrade, or feature development. This can include planning and validation of a proof-of-concept or production workload using Microsoft products.</li> </ul>	+

+ - Additional service that may be purchased.



## Maintenance services

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

**Table 4 – Maintenance service types**

Maintenance service types	Plan
<ul style="list-style-type: none"> <li> <b>On-demand Assessment:</b>  An online automated assessment platform that uses log analyses to analyze and assess your Microsoft technology implementation. The On-demand Assessments cover limited technologies. To use this assessment service, you need an active Azure service with adequate data limits to enable the use of the on-demand assessment service. Microsoft may provide assistance to enable the initial setup of the service. In conjunction with the On-demand Assessment, and for an additional fee, an onsite Microsoft resource (for up to two days) or remote Microsoft resource (for up to one day) is available to assist with analyzing the data and prioritizing remediation recommendations per your services agreement. Please note that onsite assessments may not be available in all geographies. </li> </ul>	✓
<ul style="list-style-type: none"> <li> <b>Assessment Program:</b>  This assessment evaluates the design, technical implementation, operations, or change management of your Microsoft technologies against Microsoft recommended practices. At the conclusion of the assessment, a Microsoft resource will work directly with you to remediate issues and provide a report containing the technical assessment of your environment, which may include a remediation plan. </li> </ul>	+
<ul style="list-style-type: none"> <li> <b>Offline Assessment:</b>  This service provides an automated assessment of your Microsoft technology implementation with data collected remotely or by a Microsoft resource 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. </li> </ul>	+
<ul style="list-style-type: none"> <li> <b>Proactive Monitoring:</b>  This service delivers technical operations monitoring tools and recommendations for tuning your server incident management processes. It helps you create incident matrices, conduct major incident reviews, and design a sustained engineering team. </li> </ul>	+
<ul style="list-style-type: none"> <li> <b>Proactive Operations Programs (POP):</b>  This service provides a review with your staff of your planning, design, implementation, or operational processes against Microsoft recommended practices. The review is conducted either onsite or remotely by a Microsoft resource. </li> </ul>	+
<ul style="list-style-type: none"> <li> <b>Risk and Health Assessment Program as a Service (RAP as a Service):</b>  This service provides an automated assessment of your Microsoft technology implementation, with data collected remotely. Microsoft analyzes the gathered </li> </ul>	+



Maintenance service types	Plan
data to create a findings report containing remediation recommendations. This service is available for on-site or remote delivery.	
✓ - Included as part of your Base Package. + - Additional service that may be purchased.	

## Optimization services

Optimization services aim to help customers achieve optimal utilization of their technology investment. These services may include remote administration of cloud services, optimizing the adoption of Microsoft product capabilities by end users, and ensuring robust security and identity posture.

**Table 5 – Optimization service types**

Optimization service types	Plan
<ul style="list-style-type: none"> <li> <b>Adoption Services:</b>                      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. This includes support in the development and execution of your adoption strategy around the people side of change. Customers have access to resources with the expertise, knowledge, and associated Microsoft recommended practices to support their adoption program.                 </li> </ul>	+
<ul style="list-style-type: none"> <li> <b>Development Focused Services:</b>                      We offer services to assist your staff in building, deploying, and supporting applications built with Microsoft technologies. These services include:                     <ul style="list-style-type: none"> <li> <b>DevOps Capability Assessment:</b> An assessment that helps customers understand current capabilities across the entire software release lifecycle and quickly identify opportunities for improvement based on the Microsoft DevOps practices.                             </li> <li> <b>Development Support Assistance:</b> Provides help in creating and developing applications that integrate Microsoft technologies on the Microsoft platform, specializing in Microsoft development tools and technologies. It is sold as a quantity of hours listed on your Work Order.                             </li> <li> <b>Developer Platform Advisory:</b> Provides guidance to help in leveraging the full potential of the Microsoft developer platform, accelerating developer velocity, cloud adoption and digital transformation. This is sold as a quantity of hours listed on your Work Order.                             </li> </ul> </li> </ul>	+

Optimization service types	Plan
<ul style="list-style-type: none"> <li> <b>IT Services Management:</b>                      Our Modern IT Service Management services are designed to help you evolve your legacy IT environment using modern service management approaches that enable innovation, flexibility, quality, and operational cost improvements. These 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. IT Services Management services may be an element of a customized program of support services, available for an additional fee, and may be defined in an exhibit and referenced in your Work Order.                 </li> </ul>	+
<ul style="list-style-type: none"> <li> <b>Security Services:</b>                      The Microsoft security solutions portfolio includes four focus areas: cloud security and identity, mobility, enhanced information protection, and secure infrastructure. Our security services help customers understand how to protect and innovate their IT infrastructure, applications, and data against internal and external threats. These services may be an element of a customized program of support services, available for an additional fee, and may be defined in an exhibit and referenced in your Work Order.                 </li> </ul>	+

+ - Additional service that may be purchased.

## Education services

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

**Table 6 – Education service types**

Education service types	Plan
<ul style="list-style-type: none"> <li> <b>On-demand Education:</b>                      Access to a collection of online training materials and online labs from a workshop library digital platform developed by Microsoft.                 </li> </ul>	✓
<ul style="list-style-type: none"> <li> <b>Webcasts:</b>                      Access to live Microsoft-hosted educational sessions on a wide selection of support and Microsoft technology topics, delivered remotely online.                 </li> </ul>	✓
<ul style="list-style-type: none"> <li> <b>Hackathons:</b>                      This service facilitates learning innovative ways customers can utilize their Microsoft technology to effectively tackle their specific business challenges. This is achieved through interactive, activity-based services that employ real-world or customer-specific scenarios. These services encourage customers to engage in a                 </li> </ul>	+

Education service types	Plan
fast and iterative collaboration with technology experts to find creative solutions to their needs.	
<ul style="list-style-type: none"> <li> <b>Technical Update Briefings</b>  Recurring briefings that, when consuming every release, keep customers informed about the latest additions and upcoming changes to their cloud implementations, enabling them to use new capabilities to be more productive or remove blockers for expanding current usage to all users. Delivered remotely by a Microsoft engineer. </li> </ul>	+
<ul style="list-style-type: none"> <li> <b>Chalk Talks:</b>  These are typically one-day interactive sessions that cover product and support topics provided in a lecture and demonstration format. They are delivered Live by a Microsoft resource either in person or online. </li> </ul>	+
<ul style="list-style-type: none"> <li> <b>Workshops:</b>  Our advanced level technical training workshop sessions are 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, as specified in your Work Order. Please note that workshops may be recorded after proper notice and consent is provided (and for certain regions, with additional express written permission). See Additional terms and conditions </li> </ul>	+

✓ - Included as part of your Base Package.

+ - Additional service that may be purchased.

## Additional Proactive services

**Table 7 – Additional proactive service types**

Additional Proactive service types	Plan
<ul style="list-style-type: none"> <li> <b>Custom Proactive Services (Maintenance, Optimization and Education services):</b>  This service provides a scoped engagement with Microsoft resources to deliver services at the customer's direction, in person or online, which are not otherwise described in this document. These engagements include Maintenance, Optimization, and Education service types. </li> </ul>	+
<ul style="list-style-type: none"> <li> <b>Support Technology Advisor:</b>  Our customized technology assessment service supports customer business goals, including but not limited to workload optimization, adoption, or </li> </ul>	+



Additional Proactive service types	Plan
supportability. It is delivered by a Microsoft resource and may include a plan and technical guidance tailored to the customer's environment and business goals.	
+ - Additional service that may be purchased.	

**Table 8 – Other proactive service types**

Other Proactive	Plan
<ul style="list-style-type: none"> <li> <b>Proactive Credits:</b>  Proactive Credits are exchangeable services represented in credits on your Work Order. You can exchange these credits for one or more defined additional services, as described within this document, and at current rates provided by your Microsoft representative. After selecting the additional service, we will deduct the value of that service from your credit balance, rounded up to the nearest unit. </li> </ul>	+

## 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 currently supported Microsoft products and online services, unless otherwise noted in your Work Order. Please note that all reactive support is delivered remotely.

**Table 9 – Reactive service types**

Reactive service types	Plan
<ul style="list-style-type: none"> <li> <b>Advisory Support:</b>  Access assistance or guidance on the optimal setup or application of specific Microsoft technology elements.   Our Advisory Support delivers counsel, direction, and insights on best practices for leveraging Microsoft technology components, helping you steer clear of common configuration errors and enhance the performance of your components and services. It's important to note that our advisory services do not encompass architectural design, the development of solutions, or tailor-made customizations. This service is provided through email, chat or phone with prescriptive knowledge-based articles and delivered on reasonable best effort.   Advisory support is limited to a maximum of 6 hours per incident. </li> </ul>	✓
<ul style="list-style-type: none"> <li> <b>Problem Resolution Support:</b> </li> </ul>	✓

Reactive service types	Plan
<p>Problem resolution support services are designed to help you troubleshoot specific problems, error messages, or functionality that is not working as intended for Microsoft products.</p> <p>To access these services, you need to create an incident request. You can initiate an incident either by phone or by submitting a request via the web. Please note that support requests for services and products not covered by the applicable online service support portal are managed within the Microsoft Services online portal and they are subject to the severity levels specified in Appendix A.</p> <p>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, in consultation with us, and Microsoft will assign the appropriate severity level. You can request a change in the severity level during the term of an incident should the business impact require it.</p> <p>Our Advisory Support delivers counsel, direction, and insights on best practices for leveraging Microsoft technology components, helping you steer clear of common configuration errors and enhance the performance of your components and services. It's important to note that our advisory services do not encompass architectural design, the development of solutions, or tailor-made customizations. This service is provided through email, chat or phone with prescriptive knowledge-based articles and delivered on reasonable best effort.</p> <p>Upon your request, we may collaborate with third-party technology suppliers to help resolve multi-vendor product interoperability issues. However, it is the responsibility of the third party to support its product.</p> <p>The term 'First Call Response' is defined as the initial non-automated contact via phone or email. Severity definitions and the Microsoft estimated initial response times are detailed in the incident response tables below.</p> <p><b>*Please refer to the Reactive Support incident severity types chart in Appendix A for more information</b></p>	
<ul style="list-style-type: none"> <li>• <b>Reactive Support Management:</b></li> </ul> <p>Our Reactive Support Management provides oversight of support incidents to drive timely resolution and high-quality support delivery. Success Management Services will be utilized for the Reactive Support Management of all support requests.</p> <p>Please refer to the Incident Response tables in Appendix A for more information on incident severity levels. For Severity C incidents, the service is available by customer request during business hours to the Microsoft Resource who can also provide escalation updates when requested. For Severity 1 and Severity A incidents, an enhanced escalation process is initiated and automatically executed.</p>	✓



Reactive service types	Plan
<p>The assigned Microsoft resource is then responsible for ensuring continued technical progress by providing you with status updates and an action plan.</p> <p>For non-business hours extended coverage, you may purchase Additional Reactive Support Management Hours.</p>	
<ul style="list-style-type: none"> <li>• <b>Root Cause Analysis:</b></li> </ul> <p>If you explicitly request it prior to the incident closing, we will perform a structured analysis of potential causes of a single incident or a series of related problems. You will be responsible for working with the Microsoft team to provide materials such as log files, network traces, or other diagnostic output. Please note that Root Cause Analysis is only available for certain Microsoft technologies and may incur an additional charge.</p>	+
<ul style="list-style-type: none"> <li>• <b>Reactive Support Management Add-on:</b></li> </ul> <p>You can purchase additional hours to receive Reactive Support Management. Our resources will operate remotely and deliver the service during business hours in the time zone that is agreed upon in writing. This service is delivered in English and, where available, may be provided in your spoken language. Please note that this service is subject to Microsoft resource availability.</p>	+

✓ - Included as part of the Base Package.

+ - Additional service that may be purchased.

## Success Management Services

**Table 10 – Success Management Services**

Success Management Services	Plan
<ul style="list-style-type: none"> <li>• <b>Success Management Services:</b> These services are included with your agreement, unless otherwise noted herein or in your Work Order. Success Management Services are provided digitally and or by customer success account managers. These resources may operate either remotely or on-site at your location.</li> </ul> <p><b>* Please refer to Appendix B to find more information on Success Management Services and the outcomes.</b></p>	✓

✓ - Included as part of the Base Package.

+ - Additional service that may be purchased.

## 2.4 Mission Critical Services

In addition to the services provided as part of the Base Package or as additional services, the following optional Mission Critical Services may be purchased. Mission Critical Services are available for an additional fee and will be defined in an Exhibit referenced in your Work Order if so indicated below.

**Table 11 – Mission Critical Services**

Service	Plan
<ul style="list-style-type: none"> <li>• <b>Mission Critical Services for Azure Platform (“MCS for Azure Platform”) and Mission Critical Services for Azure Platform Plus (“MCS for Azure Platform Plus”); formerly known as “Azure Engineering Direct (AED)”:</b></li> </ul> <p><b>Overview and scope of coverage</b></p> <p>Mission Critical Services for Azure Platform, (hereafter “MCS for Azure Platform”), and Mission Critical Services for Azure Platform Plus, (hereafter “MCS for Azure Platform Plus”), provides enhanced support for the customer’s Microsoft Azure production environment that includes prioritized access directly to the Azure Services engineering team.</p> <p>The goal of MCS for Azure Platform and MCS for Azure Platform Plus is to accelerate customer’s time-to-value for enrolled Azure services through the MCS for Azure Platform team’s strong technical skillset, deep knowledge of the customer, and ability to engage the core Azure engineering organization. This enables MCS for Azure Platform and MCS for Azure Platform Plus to advocate for the customer within engineering and deliver a tailored experience to better meet their technical business needs.</p> <p>This enhanced service will be available only for all the customer’s validly licensed, commercially released and generally available Microsoft Azure products, and cloud services subscriptions as identified in Appendix A of the Work Order and purchased by the customer or customer’s affiliate: i) under the licensing enrollments and agreements, as indicated in Appendix A; and ii) during the Term of this Work Order. Such products and subscriptions exclude those purchased by any party that is not customer’s affiliate as of the Support Commencement Date, known hereafter as ‘Enrolled Subscriptions.’</p> <p>The Microsoft Unified fees for this enhanced support service are based on a tiered rate structure along with the total value each year for the customer’s validly licensed, commercially released and generally available Microsoft Azure products, and Azure cloud services subscriptions as identified in Appendix A of the Work Order (collectively, the “Appraised Product Spend”) to calculate the customer’s Microsoft Unified Mission Critical Services for Azure Platform fees for the Support Term as described in the customer’s Work Order.</p> <p>If a Customer’s Appraised Product Spend at time of contract execution is equal to or exceeds \$60,000,000 (sixty million dollars) or if the customer chooses to pay the extended feature floor price as detailed in the Work Order, customer is entitled during the full contract period to all features listed in Sections “Features Provided for All MCS for Azure Platform and MCS for Azure Platform Plus Customers” and “MCS for Azure Platform Plus Features,” defined hereafter as “MCS for Azure Platform Plus Customers”. All other</p>	+

Service	Plan
<p>customers are only entitled to the features listed in Section “Features Provided for All MCS for Azure Platform and MCS for Azure Platform Plus Customers.”</p> <p><b>Onboarding and Products in Scope</b></p> <p>MCS for Azure Platform will work with the customer and the customer’s customer success account manager (CSAM) during the first sixty (60) days of the Work Order to onboard the customer’s Enrolled Subscriptions. Initial customer intake documentation must be completed fully by the customer in partnership with the CSAM assigned to the customer within fourteen days of contract execution for onboarding and discovery to begin on time and for customer to receive the reactive MCS for Azure Platform capabilities “Fast Expert Response” and “Enhanced Incident Management” as described below.</p> <p>Activities during the first sixty days are otherwise limited to onboarding and discovery to build knowledge of the customer’s business and technical needs. For the MCS for Azure Platform team to build that knowledge of the customer’s goals, business, projects and environment, the customer must provide documentation if requested and participate in onboarding activities during the first sixty (60) days of the contract term.</p> <p>Out of scope technologies for this enhanced support service include, but are not limited to US Gov Clouds, Azure China Cloud (“Mooncake”), Azure Media Services, Azure Stack, Azure Billing, Azure Maps, Azure StorSimple, GitHub AE, Universal Print, Test base for M365, or Microsoft Mesh.</p> <p><b>Features Provided for All MCS for Azure Platform and MCS for Azure Platform Plus Customers:</b></p> <p><b>Accelerated Incident Resolution:</b> The goal of these capabilities is to speed time to resolution and improve customer experience for customer Azure incidents. MCS for Azure Platform will champion and facilitate pressing customer needs with product engineering to prioritize repairs and accelerate adoption.</p> <p><u>Fast Expert Response.</u> This capability provides accelerated enhanced reactive support for the customer’s Microsoft Azure components by quickly routing critical situation incidents for fast response and prioritization by MCS for Azure Platform support engineers with cloud service expertise and handling focused on reducing time to mitigation. These engineers will assess and determine if additional technical resources are needed to resolve an incident that affects the customer’s Enrolled Subscriptions, and if needed, escalate quickly to MCS for Azure Platform engineering resources to engage additional appropriate service engineering teams within the product group, as needed, for immediate assistance with the incident. Customer Severity B and C Azure incidents are also routed directly to MCS for Azure Platform support engineers for faster resolution by Azure experts. To receive these services, the customer must submit a Problem Resolution Support (PRS) incident through the applicable cloud service portal or by phone or chat. Please refer to the table in Appendix A for the severity definitions and response times for problem resolution support for the customer’s Azure</p>	



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<p>components. These times supersede any expected Base Package support response times.</p> <p><u>Enhanced Crisis Management.</u> The Enhanced Incident Management service is available 24x7x365 for all Severity 1 or Severity A MCS for Azure Platform Problem Resolution Support requests. These resources are assigned in addition to the technical resolution resources and are responsible for oversight of all MCS for Azure Platform customer critical situation support incidents to drive timely resolution and a high quality of support delivery. The Enhanced Incident Management team resources will ensure continued progress by providing the customer with frequent status and escalation updates and an action plan.</p> <p><u>Engineering-led Crisis Management.</u> When MCS for Azure Platform support engineers directly escalate an incident to MCS for Azure Platform engineering teams, these resources will be available 24x7 to drive faster time to mitigation. MCS for Azure Platform partners with Azure service teams to enable quicker subject matter expert engagement and coordinates with the Enhanced Incident Management resources to provide the customer with up-to-date crisis communication and management. MCS for Azure Platform support engineers may escalate incidents to MCS for Azure Platform that are within the scope of the MCS for Azure Platform agreement.</p> <p><u>Advocate in Azure Engineering.</u> MCS for Azure Platform will engage with the customer's cloud operations team to drive positive outcomes on projects within the Enrolled Subscriptions, grounded with an understanding of their footprint on Azure to unblock customers and drive faster time to mitigation.</p> <p><u>Orchestrate Problem Management.</u> MCS for Azure Platform will work with the customer and Azure service teams to prevent a repeat of critical customer incidents through targeted repair items that improve a customer's infrastructure resiliency and Azure platform stability with the goal of a closed loop experience. MCS for Azure Platform extends the Root Cause Analysis (RCA) service described above. When explicitly requested prior to seven (7) calendar days of the incident-close, MCS for Azure Platform will perform a structured analysis of potential causes of a single incident, or a series of related problems limited to the customer's products and cloud subscriptions that don't impact other customers. The customer will be responsible for working with the Microsoft team to provide materials such as log files, network traces, or other diagnostic output. RCAs are available only upon request through the customer's aligned MCS for Azure Platform engineer for Sev 1 and Sev A production-impacting incidents. RCAs will be provided within ten (10) business days of the request or incident mitigation, whichever comes later.</p> <p><b>Business Outcome Acceleration:</b> These activities drive customer business objectives across the Azure ecosystem to assist in speeding up the customer's value realization with the goal of improving return on investment (ROI).</p> <p><u>Proactive Service Improvement Plans Delivery.</u> MCS for Azure Platform will work with the customer to address current customer challenges through analysis of emerging</p>	

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<p>trends in partnership with Azure service teams. This analysis can focus on a variety of areas including customer's solution resiliency, security, performance, or cost optimization and may lead to recommendations for the customer to implement. It may also include activities such as incident drills, risky infrastructure mitigation, and pre-production testing support as appropriate to the focus of analysis. Two (2) Service Improvement Plans (SIP) may be requested in a twelve-month period.</p> <p><u>Support for Customer's Critical Azure Adoption Projects.</u> MCS for Azure Platform will partner with other Microsoft customer-aligned roles and Azure engineering teams to accelerate value realization on all Enrolled Subscriptions and ensure the customer's critical Azure adoption projects are launched as planned by working to minimize time to engage appropriate Azure subject matter experts, remove engineering blockers where possible, and reduce time to mitigation on escalated incidents.</p> <p><u>Drive Actionable Insights and Deepen Customer Knowledge and Expertise across Azure Delivery Teams.</u> Across all Enrolled Subscriptions, MCS for Azure Platform will educate Azure support delivery and product teams on the customer's business and technical needs to enable a tailored experience with the goal of meeting their business requirements, driving faster incident mitigation, and improving customer's overall Azure support experience.</p> <p><u>Customer Advisory Input.</u> Microsoft provides opportunities through several communication channels that the customer's organization can use to submit input regarding the evolution of Azure features and Services. The input received is presented directly to service engineering leadership within Microsoft. The Azure Customer Experience (CXP) team coordinates the opportunities to provide input. Following the activation of the MCS for Azure Platform service, the CXP team will establish dialog with the customer's organization through the assigned customer success account manager to establish communication channels.</p> <p><b>MCS for Azure Platform Plus Features:</b> These features are limited to MCS for Azure Platform Plus Customers as defined above. Only customers who meet this definition and are indicated as such in the customer's Work Order are entitled to receive these features.</p> <p><u>Platform Monitoring:</u> MCS for Azure Platform Plus leverages knowledge of the customer's Azure footprint and internal telemetry from 30 Azure services to configure monitors with specific thresholds related to capacity, performance (such as latency), connectivity (such as authorization errors), or availability. Some Azure services may be excluded; the customer may request a list of covered services from their customer success account manager (CSAM) or the MCS for Azure Platform Plus team during onboarding. MCS for Azure Platform Plus will cover up to seven (7) mutually agreed upon 'Monitoring Scenarios', which are defined as a set of Azure resources driving a specific action. Monitors and set thresholds leverage Microsoft Azure confidential telemetry and will not be shared or exposed to the customer. These scenarios will be defined during the MCS for Azure Platform sixty-day onboarding period. Customer must participate fully in the definition process and provide all requested materials within the</p>	



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<p>first 30 days after agreement execution. Monitors will be ready for testing within 30 days of the onboarding period's end. Once monitors' testing is complete and Microsoft indicates to customer that monitors are live, MCS for Azure Platform Plus provides 24/7 coverage to respond and triage any monitors triggered based on the Microsoft-set threshold through the included "Engineering-led Crisis Management" feature, defined above. If the customer hasn't created a support case for the identified issue, then the MCS for Azure Platform Plus team will request that the customer create a support case to facilitate mitigation efforts.</p> <p><u>Platform outage handling:</u> During an Azure-declared outage, defined as an outage that impacts multiple customers and is declared an outage on the Azure portal, MCS for Azure Platform Plus will provide tailored communications to pre-identified customer contacts to keep them apprised of the situation and provide details on how the outage may impact them as they become available. At the request of the customer, MCS for Azure Platform Plus will work with the customer on self-mitigation efforts such as failing over to a different availability zone if appropriate.</p> <p><u>Global Know-Me Support for Engineering Crisis Management:</u> Expanded global, customer-aligned coverage for the "Engineering Crisis Management" feature defined in section above is provided to enable a more tailored and consistent experience beyond primary business hours. This enhanced experience may be extended to other features as appropriate. 'Know-me' is defined as knowledge of the customer's business context and environment with the goal of driving faster incident mitigation and improving customer's overall Azure support experience.</p> <p><b>Prerequisites and assumptions</b></p> <p>In addition to those prerequisites and assumptions outlined in the customer's Work Order, Microsoft's delivery of Services is based upon the following prerequisites and assumptions:</p> <ul style="list-style-type: none"> <li>○ Microsoft's performance of the MCS for Azure Platform and MCS for Azure Platform Plus services is dependent on customer's cooperation, active participation and timely completion of assigned responsibilities.</li> <li>○ The customer will maintain an active Microsoft Enterprise Support service plan throughout the term of their MCS for Azure Platform or MCS for Azure Platform Plus agreement.</li> </ul> <p><b>Service Features and Delivery</b></p> <ul style="list-style-type: none"> <li>○ All features are available in the English language only. No delivery by cleared region-restricted, citizenship-required, or cleared delivery resources is available</li> <li>○ Delivery will be remote unless otherwise agreed in writing. Where onsite visits are mutually agreed upon and not pre-paid, Microsoft will bill the customer for reasonable travel and living expenses.</li> </ul> <p><b>Service Limitations and Exclusions</b></p>	

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<ul style="list-style-type: none"> <li>○ If an incident is not isolated to the customer's organization and is affecting a larger portion of the Azure environment, service engineering resources will not be able to prioritize the restoration of service.</li> <li>○ MCS for Azure Platform and MCS for Azure Platform Plus coverage does not extend to any on-premises technologies, user devices, Microsoft client software, or identity and authentication technologies.</li> </ul> <p><b>Service Compliance and Scope</b></p> <ul style="list-style-type: none"> <li>○ The customer's right to receive MCS for Azure Platform or MCS for Azure Platform Plus service, as described, is subject to compliance with the terms and conditions in the Work Order and this description of services.</li> <li>○ MCS for Azure Platform and MCS for Azure Platform Plus Services are intended to support the customer's use of the Enrolled Subscriptions. Microsoft will only provide these Services for the customer's internal business purposes. Microsoft will not provide these Services to the customer's customers.</li> </ul> <p>We will not provide support for any non-Microsoft code, or any code that has been customized by Microsoft, the customer, or a third-party vendor.</p>	
<ul style="list-style-type: none"> <li>• <b>Mission Critical Services for Azure Workload ("MCS for Azure Workload") and Mission Critical Services Azure Workload Plus ("MCS for Azure Workload Plus"):</b></li> </ul> <p>Provides an elevated level of support services for a defined set of Microsoft products and Online Services that make up a part of your mission-critical solution, as specified in your Work Order. A mission-critical solution is an application, process, or component that is essential to the operation of your business. The services offers comprehensive programs of support services available for an additional fee and defined in an Exhibit referenced in your Work Order.</p> <p>To receive services associated with these Mission Critical Services, you must maintain an active Unified Support services agreement. If your Unified Support services agreement expires or is terminated, the services associated with these Mission Critical Services will also be terminated on the same date.</p>	+
<ul style="list-style-type: none"> <li>• <b>Mission Critical Services for Azure Events ("MCS for Azure Events"); formerly known as "Microsoft Azure Event Management (AEM)":</b></li> </ul> <p>Mission Critical Services for Azure Events, (hereafter "MCS for Azure Events"), provides enhanced support for customers during their critical planned business events. The MCS for Azure Events team offers proactive and reactive support to ensure that your event runs smoothly.</p> <p>As part of the pre-event activities, the MCS for Azure Events team will assess and familiarize itself with your solution, identify possible issues and risks affecting uptime and stability, and perform capacity and resiliency reviews on the Azure platform. The MCS for Azure Events team will evaluate the customer's solution during the pre-event</p>	+



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<p>assessment period and communicate identified risks in writing to the customer. During the event coverage period, the MCS for Azure Events team will be available 24x7 to provide support.</p> <p>We consider an in-scope critical business event as a point in time, customer-anticipated activity that poses a major risk or impact for the customer. Such events require higher levels of service availability and performance. Examples of such events include predictable high load on an existing solution, deployment of a new feature to an existing Azure solution, deployment of a new solution to Azure, and migration from an on-prem or other cloud provider into Azure.</p> <p>The MCS for Azure Events team supports customer critical business events that utilize core Microsoft Azure services. An Azure solution is defined as a set of Azure subscriptions with consistent configuration patterns and direct dependencies among services, all achieving a single business goal. Each event covers a single customer Azure solution. The Azure solutions will be scoped prior to the event. If the customer critical business event includes more than one Azure solution, additional events may need to be purchased. MCS for Azure Events reserves the discretion to evaluate the complexity and quantity of workloads constituting a customer's environment, ensuring a tailored approach to support and assessment.</p> <p>Critical business events may receive up to five (5) calendar days of consecutive event coverage. If the anticipated demand is longer than five (5) consecutive calendar days, customers may choose to purchase as many MCS for Azure Events as required to run consecutively and cover the entire duration of the critical business event.</p> <p>MCS for Azure Events is subject to resource availability. MCS for Azure Events support will not be delivered except for critical business events that have been scheduled in advance and confirmed in writing at least 6 calendar weeks before the start of the event, unless Microsoft agrees. Microsoft may at its discretion reduce the scope of the pre-event assessment if it chooses to accept an event with less notice. MCS for Azure Events is subject to cancellation if the customer is not able to provide adequate resources or responses throughout the MCS for Azure Events service delivery. Please consult your customer success account manager for availability details.</p> <p>MCS for Azure Events is only available for customers who have solutions in Azure Public Cloud. MCS for Azure Events is not available for customers who have Azure government or sovereign cloud environments. MCS for Azure Events support cannot meet any specialized restricted access requirements to only provide citizens of or based in a Citizen Alliance Support country. MCS for Azure Events delivery is only available in English and offers no local language support services.</p> <p>*Please refer to the Mission Critical Services for Azure Events incident severity types chart in Appendix A for more information</p>	
<ul style="list-style-type: none"> <li>• <b>Mission Critical Services for Microsoft Security Cloud</b></li> </ul> <p>Mission Critical Services for Microsoft Security Cloud ("MCS for Security Cloud") is a service offering that provides enhanced support for the customer's Microsoft security</p>	+

Service	Plan
<p>portfolio including prioritized access directly to the security engineering teams. The goal of MCS for Security Cloud is to accelerate customer's time-to-value for enrolled security products including Entra, Intune, Purview (DLP and MIP), and Microsoft Defender (MDE, MDA, MDI, and MDO) with plans to incorporate more security products in the future.</p> <p>Through the MCS for Security Cloud team's strong technical skillset, deep knowledge of the customer, and ability to engage the core security engineering organization, the customer has an ongoing relationship with a security engineer contact to provide their expertise as a customer deploys their Microsoft security products or prepare for business impacting events.</p> <p>The service is available for the listed security workloads on a given tenant(s) defined in an Exhibit referenced in the customer's Work Order.</p> <p>*Please refer to the Mission Critical Services for Microsoft Security Cloud incident severity types chart in Appendix A for more information</p>	
<p><b>Microsoft Cybersecurity Incident Response (MSCIR):</b></p> <p>Provides global investigation and guidance to help evaluate cyber attack scope, build resiliency, and protect against potential cyber attacks. These services help to reduce the risk of targeted cyberattacks and better mitigate the damage caused by a security crisis.</p> <p>MSCIR must be purchased as a separate add-on to an existing Unified Support Agreement as it is not included as part of the base Unified Enterprise package.</p> <p>At the time of incident, Microsoft will engage with Customer to define the specific scope to address and manage the cyber attack. Under certain urgent circumstances, Customer may request and authorize Microsoft to commence delivery of the MSCIR services prior to purchasing or defining the scope of the MSCIR service ("MSCIR Contract").</p> <p>Notwithstanding anything to the contrary, if Customer authorizes Microsoft to begin work prior to the MCSIR Contract, Customer agrees that (a) it will take all such actions that are reasonably necessary to execute the MCSIR Contract as quickly as practicably possible, (b) it remains fully liable and agrees to pay for the services rendered prior to the execution of the MCSIR Contract as invoiced by Microsoft, and (c) Microsoft will not be liable for any acts or omissions related to the authorized work that occurs prior to signing and Customer assumes all related risks. Additional information related to MSCIR engagements (e.g., pricing and scope of work) or information regarding proactive offerings, is available through your Customer Success Account Manager (CSAM).</p> <p>MSCIR is available for an additional fee and will be defined in an Exhibit referenced in your Work Order.</p>	<p>+</p>

## 2.5 Enhanced solutions

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

**Table 12 – Enhanced solution types**

Service	Plan
<ul style="list-style-type: none"> <li> <b>Designated Engineering (DE):</b> <p>These curated and outcome-driven solutions are based on Microsoft recommended practices and principles that help accelerate your time to value. A lead expert will work closely with your team to provide deep technical guidance and leverage other Microsoft experts where required to help with deployment and/or optimization of your Microsoft solutions. These services span from assessment and planning to upskilling and design, to configuration and implementation.</p> <p><b>Service-specific prerequisites and limitations</b></p> <ul style="list-style-type: none"> <li>○ A valid Unified Support Services agreement is required to request DE services. If your agreement expires or is terminated, your DE service will also cease on the same date.</li> <li>○ DE services are accessible during standard business hours (09:00 to 17:30 Local Standard Time), excluding holidays and weekends.</li> <li>○ The DE services cater to the specific Microsoft products and technologies that you have chosen and are listed in your Work Order.</li> <li>○ DE services are provided for a single support location, as specified in your Work Order.</li> <li>○ DE services are primarily delivered remotely unless a written agreement for onsite visits has been made in advance. In cases where onsite visits are mutually agreed upon and not pre-paid, you will be billed for reasonable travel and related expenses.</li> </ul> </li> <li> <b>Enhanced Designated Engineering (EDE):</b> <p>Our custom service provides deep and ongoing technical engagement for customers with complex scenarios. This offering is scoped to match your needs and outcomes by providing a designated engineer who will build a deep knowledge of your environment or solution and support your business goals, including but not limited to workload optimization, adoption, or supportability. You can purchase EDE services as pre-defined offerings or as a block of custom hours that can be used to deliver scoped proactive services.</p> <p>When purchased as hours, EDE service hours are then deducted from your total purchased hours as they are utilized and delivered. Pre-defined EDE offerings are</p> </li> </ul>	+



Service	Plan
<p>tailored to your environment and help you achieve the desired outcome. These offerings include required pre-defined proactive services built in.</p> <p>EDE services focus on the following areas:</p> <ul style="list-style-type: none"> <li>○ Help maintain a deep knowledge of your current and future business requirements and configuration of your information technology environment to optimize performance.</li> <li>○ Document and share with you recommendations of the use of support services–related deliverables (e.g., supportability reviews, health checks, workshops, and risk-assessment programs).</li> <li>○ Help make your deployment and operation activities consistent with your planned and current implementations of Microsoft technologies.</li> <li>○ Enhance your IT staff’s technical and operational skills.</li> <li>○ Develop and implement strategies to help prevent future incidents and increase system availability of your covered Microsoft technologies.</li> <li>○ Help determine the root cause of recurring incidents and provide recommendations to prevent further disruptions in the designated Microsoft technologies."</li> </ul> <p>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 planning, regardless of how EDE is purchased. Multi-country customers must assign the EDE to a location at contracting prior to service delivery planning.</p> <p>Please note the following service-specific prerequisites and limitations:</p> <ul style="list-style-type: none"> <li>○ You must have a current Unified Support services agreement to support your EDE services. If your Unified Support services agreement expires or is terminated, your EDE service will be terminated on the same date.</li> <li>○ EDE services are available during normal business hours (09:00 to 17:30 Local Standard Time, excluding holidays and weekends).</li> <li>○ EDE services support the specific Microsoft products and technologies selected by you and listed in your Work Order.</li> <li>○ EDE services are delivered to a single support location in the designated support location identified in your Work Order.</li> <li>○ EDE services are delivered remotely unless agreed otherwise in advance in writing. Where on-site visits are mutually agreed upon and not pre-paid, we will bill you for reasonable travel and expenses.</li> </ul> <p>• <b>Reactive Enhanced Designated Engineering (REDE):</b></p> <p>Reactive Enhanced Designated Engineering (REDE) is a deep and ongoing technical engagement focused on accelerated resolution of reactive support incidents aligned with the specific Microsoft products and online services selected by you and named in your Work Order. REDE services will be provided by a designated engineer who</p>	



Service	Plan
<p>will build a deep knowledge of your use of Microsoft products and online services within your environment. REDE service hours are deducted from your total purchased hours as they are utilized and delivered.</p> <p>The focus areas for REDE services include:</p> <ul style="list-style-type: none"> <li>○ Conducting an initial meeting to discuss priorities and recommendations. The results of this meeting will be documented in your service delivery plan.</li> <li>○ Participating in the resolution of Severity 1 and Severity A support incidents.</li> <li>○ Participating in the resolution of other severity support incidents at your request.</li> <li>○ Working in collaboration with your Success and Service Delivery Management and Reactive Support Management resources, as well as any other Microsoft resources involved in your support incident activities, to facilitate efficient and effective reactive support incident resolution and planning for future incident prevention.</li> </ul> <ul style="list-style-type: none"> <li>• <b>Reactive services</b> <p>Our engineers develop and maintain a deep knowledge of your use of our products and online services in your environment. They incorporate that knowledge into their activities related to support incident resolution.</p> <p>Our engineers provide Microsoft technical support engineers with information about the usage of our products and online services within your environment. They also provide advanced troubleshooting and debugging expertise to facilitate rapid support incident resolution. When available for the Microsoft products and online services involved, our engineers perform root cause analysis on critical business impact incidents and provide recommendations on how similar issues may be mitigated in the future. In addition, the REDE engineer may bring in additional technical resources as needed.</p> </li> <li>• <b>Proactive services</b> <p>Our engineers document and share with you recommendations for the use of proactive support services (e.g., supportability reviews, health checks, workshops, and risk-assessment programs) to identify opportunities to improve uptime and mitigate disruptions to critical business functions. At your request, the REDE engineer may perform agreed-upon proactive services."</p> </li> <li>• <b>Service-specific prerequisites and limitations</b> <p>To receive REDE services, you must execute and maintain an agreement for Unified Support. If your Unified Support services agreement expires or is terminated, your REDE service will be terminated on the same date. The REDE engineer is assigned in</p> </li> </ul>	

Service	Plan
<p>addition to the Microsoft technical resolution resource responsible for support incident resolution.</p> <p>REDE services are available during normal business hours (09:00 to 17:30 Local Standard Time, excluding holidays and weekends). They are delivered to the designated support location(s) where such services are purchased as identified in your Work Order. REDE services are delivered remotely unless agreed otherwise in advance in writing. Where on-site visits are mutually agreed upon and not prepaid, we will bill you for reasonable travel and expenses.</p> <p>Please note that the REDE services do not modify the reactive support incident response times that are applicable through other Microsoft support offers to which you are entitled.</p> <ul style="list-style-type: none"> <li>• <b>Your responsibilities</b></li> </ul> <p>To optimize the benefits of your REDE services, you must fulfill the following responsibilities. Failure to comply with these responsibilities may result in delays of service or may hinder our ability to perform services.</p> <ul style="list-style-type: none"> <li>○ Provide the REDE engineer with orientation, training, documentation, and other communications as needed to facilitate a deep knowledge of your usage of our products and online services within your environment.</li> <li>○ Initiate support incident requests and actively participate with us in the diagnosis and resolution of support incidents.</li> <li>○ Act as the administrator of your environment.</li> <li>○ Provide troubleshooting information upon request (for example, debug and trace log files).</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Unified Enhanced Response:</b></li> </ul> <p>Unified Enhanced Response (UER) provides accelerated reactive support and enhanced incident management for the customer's Microsoft products and cloud services for all critical situation incidents (Severity 1 or Severity A).</p> <p><b>Accelerated Reactive Support:</b> Please refer to the table in Appendix A for Unified Enhanced Response incident severity definitions, response times, and product exclusions. To receive UER support for the customer's Microsoft products and cloud services, the customer must submit an incident by phone or via web.</p> <p><b>Enhanced Incident Management:</b> The Enhanced Incident Management service is available 24x7x365 for all Severity 1 or Severity A incidents. Customers are assigned a designated pool of resources with knowledge of the customer's business and environment. These resources are assigned in addition to the Problem Resolution Services and are responsible for oversight of all critical situation support incidents to drive timely resolution and a high quality of support delivery. The Enhanced Incident</p>	<p>+</p>

Service	Plan
<p>Management team resources designated for the customer can be reached directly via email 24-7 and will ensure continued technical progress by providing the customer with frequent status and escalation updates and an action plan.</p> <p>For any Severity 1 incident, a member of the Enhanced Incident Management team will provide a post-incident handling review with the customer, Customer Success Account Manager (CSAM), and other members of the customer's account team with the goal of strengthening the customer's business and preventing future outages and issues. During the meeting, the Enhanced Incident Management team member will provide an overview of incident response, including successes and areas for improvement. They will work with the customer's Customer Success Account Manager (CSAM) on recommendations for remediation to proactively reduce future cases and strengthen the customer's solution stability and resiliency.</p> <p>A set quantity of hours for Success Management Services are included for onboarding activities, quarterly meetings with an Enhanced Incident Management team member, and Severity 1 post-incident reviews. Additional or more frequent meetings are available by request and with prior Microsoft agreement where resourcing is available if you elect to purchase additional Success Management Services beyond those included.</p> <p>UER only needs to be purchased for the host country location if the customer has a multi-country Unified agreement. As an Enhanced Solution, all UER services may be provided remotely to locations other than and including the Host. The Success Management Services included will be allocated by the host and managed by the host Customer Success Account Manager (CSAM).</p> <p><b>Prerequisites and assumptions</b></p> <p>To receive UER services the customer must maintain an active Unified Support services agreement. If your Unified Support services agreement expires or is terminated, the services associated with these UER Services will also be terminated on the same date.</p> <p>To ensure that the customer's Enhanced Incident Management team has basic knowledge of the customer's business and environment, the customer must provide documentation if requested and participate in onboarding activities during the first 60 days of the contract term.</p> <p><b>Service Limitations and Exclusions</b></p> <p>Root Cause Analyst (RCA) is not included in Unified Enhanced Response but can be requested from the customer's CSAM. The customer will be responsible for working with the Microsoft team to provide materials such as log files, network traces, or other diagnostic output needed to complete the RCA</p> <p>Enhanced Incident Management resources will operate remotely. The Enhanced Incident Management service is delivered in English, Chinese, and Japanese. No</p>	



Service	Plan
<p>delivery by cleared region-restricted, citizenship-required, or cleared delivery resources is available.</p>	
<ul style="list-style-type: none"> <li> <b>Azure Rapid Response:</b> <p>Azure Rapid Response (ARR) provides accelerated reactive support for the customer's Microsoft Azure components by routing support incidents to technical experts and providing engagement in the cloud service operations teams, as required.</p> <p>To receive Rapid Response services for the customer's Microsoft Azure components, the customer must submit an incident through the applicable cloud service portal. The customer's Problem Resolution Support requests will be directly routed to Rapid Response support engineers with cloud service expertise. While incidents may require resources from standard product support professionals for resolution, the Rapid Response team retains primary responsibility for the incidents 24x7x365.</p> <p>Please refer to the table in Appendix A for the response times for problem resolution support for the customer's Azure components. These times supersede any expected Base Package support response times. Rapid Response does not cover Azure Media Services, Azure Stack, Azure StorSimple, GitHub AE, Universal Print, Azure Communication Services or Billing &amp; Subscription Management, Test base for M365, or Microsoft Mesh.</p> <p>Rapid Response purchase is subject to resource availability. Please consult the customer's customer success account manager for availability details.</p> </li> </ul>	<p>+</p>
<ul style="list-style-type: none"> <li> <b>O365 Engineering Direct:</b> <p>Provides enhanced support for the core workloads of your Microsoft Office 365 production tenant or tenants. This service includes prioritized access to the Office 365 engineering team.</p> <p>The service is available for the listed tenant or tenants for an additional fee and is defined in an Exhibit referenced in the customer's Work Order.</p> </li> </ul>	<p>+</p>
<ul style="list-style-type: none"> <li> <b>Developer Support:</b> <p>Developer Support provides deeper proactive support based on cloud and product knowledge across the application development lifecycle for customer developers building, deploying, and supporting applications on Microsoft's platform.</p> <p>The service delivers comprehensive support, helping customers accelerate their digital innovation, cloud adoption, and developer readiness. The guidance provided helps speed up developer velocity and streamline DevSecOps practices with the latest tools and techniques, modernize applications to improve efficiency and boost business potential, and support developer teams throughout their cloud adoption journey with a comprehensive success plan.</p> <p>Developer Support is available for an additional fee.</p> </li> </ul>	<p>+1</p>

Service	Plan
<ul style="list-style-type: none"> <li> <b>GitHub Engineering Direct:</b>  Provides customers with priority access to a designated GitHub support team and a named GitHub Customer Reliability Engineer (CRE). In addition, the service includes quarterly reviews that offer proactive guidance based on health checks and ticket analysis. </li> </ul>	+
<ul style="list-style-type: none"> <li> <b>Support for Mission Critical</b>   Provides an elevated level of support services for a defined set of Microsoft products and Online Services that make up a part of your mission-critical solution, as specified in your Work Order. A mission-critical solution is an application, process, or component that is essential to the operation of your business. The service offers a comprehensive program of support services available for an additional fee and is defined in an Exhibit referenced in your Work Order.   To receive services associated with these enhanced solutions, you must maintain an active Unified Support services agreement. If your Unified Support services agreement expires or is terminated, the services associated with these enhanced solutions will also be terminated on the same date. </li> </ul>	+

+ - Additional service that may be purchased.

+<sup>1</sup> - Additional service that may be purchased up to a limited maximum quantity.

## 2.6 Unified Multi-Country Program

### Introduction

The **Multi-country** program provides access to Microsoft Unified across multiple locations. A Multi-Country Agreement is represented in one or multiple Work Order(s). Prior to finalizing a Unified Agreement ensure that the organization is appropriately contracted in the desired locations to receive the full value of Microsoft Unified.

### Program Structure Overview

- The location where the Microsoft Unified Base package is contracted on the Work Order will be known as Host.
- A separate location specified in your agreement, different from the Host location will be known as downstream.
- Centralized agreement is defined as a Microsoft Unified agreement that has "host" and "downstream" on a single contact with Add-On packages assigned by location.
- Decentralized agreement is defined as a Unified agreement that has the Unified Base for the "host" and separate agreement(s) for Add-On packages assigned to different locations
- In some cases, complex Multi-Country Agreements can be a combination of both Centralized and Decentralized agreements

### Extending Microsoft Unified to other locations

## Unified Enterprise Support Services Description

- The specific services and their quantities, if applicable, will be detailed in the associated Work Order by location.
- The services described here may be delivered to your designated location(s) as per the Host or downstream Work Order.
- Depending on the service, it may be managed or delivered at the host or downstream location.

### **Microsoft Unified Multi-Country Base**

- Microsoft Unified Base Package will be contracted to the host location.
- Service Delivery Management (Customer Success Management AKA CSAM) will be delivered from the host location
- Reactive Services: In the form of Service Requests are managed at the host location and available worldwide to the contracted customer's designated staff.

### **Add-On Packaged Services**

- Proactive Services in the form of Value Acceleration Services may be purchased for use in either host or downstream. Delivery locations are solution specific and may be available as remote or onsite. Specific delivery capabilities must be confirmed prior to contracting any Proactive Services.
- All Enhanced Solutions may be purchased for use in either host or downstream. Delivery locations are solution specific and may be available as remote or onsite. Specific delivery capabilities must be confirmed prior to contracting any enhanced solutions.
- Delivery Management: Otherwise known as Customer Success Account Manager (CSAM) may be added to a contract for specific locations. Specific costs and locations will be determined during your contract negotiations.
- Incident Management can be contracted to host or downstream locations using Add-On Packages. Specific costs and locations will be determined during your contract negotiations.

### **Multi-Country Additional Terms and Conditions**

- Onsite, Time zone or Local Language support will be subject to specific contracting requirements and local regulatory requirements. Additional contracts and costs may apply.
- Customer staff in other locations may participate in remote Proactive Services purchased at the host or a downstream location, as specified in the Work Order. Validate with the account team on remote attendance.
- Proactive Credits can only be exchanged between host and downstream locations listed on a single Work Order, exchanges cannot be processed from one Work Order to a different Work Order.
- Exchanges will be conducted based on the current currencies and rates for Proactive Credits in the respective Support Locations.
- All exchanges resulting in fractional Proactive Credits will be rounded up to the nearest unit.

### **Tax Obligations and Requirements**

- Customers will be solely responsible for any tax obligations arising from the distribution or exchange of purchased support services between Host and Downstream Support Location(s).
- Local regulatory requirements and tax laws may require separate Work Orders to ensure compliance.



- Australia, New Zealand, India, China, Hong Kong, Taiwan, Macau, Japan, Korea are subject to local requirements and all Multi-country agreements for these locations must have their own Work Order(s). This list is subject to change, check with your account team during your contract negotiations

#### **Unified Multi-Country Billing and Shipping**

- The Split Invoicing feature allows transactions to be divided into multiple invoices based on various criteria such as product type, delivery date, or customer location.
- The following change requests will result in a contract amendment Bill to, Ship to, Company Name or address change, Billing amount and Billing Date.
- Changes to any Muti-Country Agreement may result in increased costs or restriction due to circumstances outlined above.

## **2.7 Additional terms and conditions**

### **Prerequisites and Assumptions for Unified Support Services**

Unified Support services are delivered based on the following prerequisites and assumptions:

- **Base Package Reactive Services:** These services are provided remotely to the location(s) of your designated support contacts. All other services are provided remotely to your location(s) designated or listed on your Work Order, unless otherwise specified in writing.
- **Language of Services:** Base Package reactive services are provided in English and, where available, may be provided in your spoken language. All other services are provided in the spoken language of the Microsoft services location providing services, or in English, unless otherwise agreed to in writing.
- **Supported Products:** We provide support for all versions of commercially released, generally available Microsoft software and Online Services products that you have purchased. This is based on the declared licensing enrollments and agreements and/or billing account ID in Appendix A of your Work Order and are identified on the Product Terms, published by Microsoft from time to time.
- **Pilots, Pre-release, and Beta Products:** Support Services may, from time to time, include preview, beta, or other pilot services offerings, offered by Microsoft for optional evaluation (each a "Pilot"). Your participation in Pilots is elective and provided to you subject to the Professional Services terms within the Microsoft Product Terms which are already incorporated into your Agreement, and subject to any additional terms applicable to the Pilots. Not all Pilots will be available in all locations.
- **Service Utilization:** All services, including any additional services purchased as part of and during the Term of a Support Work Order, are forfeited if not utilized during the Term of the applicable Work Order.
- **Scheduling of Services:** Scheduling of services is dependent upon the availability of resources and workshops may be subject to cancellation if minimum registration levels are not met.
- **Remote Access:** 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.
- **Customer Data:** 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.

- **Cancellation Policy:** If you request cancellation of a previously scheduled service, it must be made at least 14 days in advance for a full refund, where applicable. Cancellations made 6 to 13 days in advance will incur a cost of 50% of the service cost. Any cancellation made 5 days or less in advance will be liable for the full cost (100%) of the service.
- **Additional Services:** When purchasing additional services, we may require the inclusion of success and service delivery management to facilitate delivery. Not all additional services may be available in your country. Please contact your service delivery resource for details.
- **Service Exchange:** If you ordered one type of service and wish to exchange it for another, you may apply equivalent value to an alternative service where available and agreed with your service delivery resource.
- **Code Access:** You agree that the only non-Microsoft code to which you provide us access to is the code that you own. The services may include Services Deliverables, advice, and guidance related to code owned by you or by Microsoft, or the direct provision of other support services.
- **Reactive Services:** When providing Reactive services, Microsoft does not provide code of any kind, other than sample code. You will assume all risks associated with implementing any code provided by Microsoft in the performance of support services and be responsible for all testing, controls, quality assurance, legal, regulatory or standards compliance, maintenance, deployment, and other practices associated with code provided by Microsoft in the performance of support services in whole or in part, in your Microsoft environment, or any other deployment whatsoever.
- **Platform Requirements:** There may be minimum platform requirements for the services purchased.
- **Service Delivery:** Services may not be delivered through to your customers. Where onsite visits are mutually agreed upon and not pre-paid, we will bill you for reasonable travel and living expenses.
- **GitHub Support Services:** These are provided by GitHub, Inc., a wholly owned subsidiary of Microsoft Corporation. Notwithstanding anything to the contrary in your Work Order, the GitHub Privacy Statement and the GitHub Data Protection Addendum and Security Exhibit will apply to your procurement of GitHub Support Services.
- **User Communications:** You agree that we may send information regarding products and features to a valid and active company email address through material identified as security updates, newsletters, blogs, security briefings, service communications, and similar documentation. Your users shall have the proper mechanism to Opt-Out of such communications.
- **Recordings:** Any recordings and related collateral of services provided are Services Deliverables subject to the terms and conditions of the governing agreement under which the services are delivered.

By accepting the invitation to participate in a recorded event or by joining the recorded event: 1) Participants agree to be recorded and that the collection and storage of the recorded event is subject to the terms and conditions governing the event; 2) Participants agree that their name, email address, submitted questions, and/or phone number may be viewable by other participants; and 3) Participants agree that the recording may be shared with Microsoft employees and representatives.

Other than as expressly provided in the governing agreement, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information from the recorded event.

The Services Deliverables may be reasonably shared within your organization subject to the terms and conditions governing Services Deliverables and are not intended to replace your own organizational training programs. You will exercise sole discretion in determining whether to use the Services Deliverables and will be responsible for all legal, regulatory, or standards compliance. You assume all risks associated with implementation or reproduction of the Services Deliverables, including confidentiality obligations, information being taken out of context, or the information being shared in an untimely manner. The Services Deliverables are presented "as-is", and "with all faults" as of the time of delivery, and Microsoft does not provide any warranties, express or implied.

- **Additional Prerequisites and Assumptions:** These may be set forth in relevant Exhibits.

## 2.8 Your Responsibilities

### Your Responsibilities:

In addition to those set forth in any applicable exhibits, you have the following responsibilities. Failure to comply may result in service delays:

- **Support Services Administrator:** You will designate a named support services administrator who will lead your team and manage all support activities, including the internal processes for submitting support incidents requests to us.
- **Multi-country Support Services:** If you purchase Multi-country Support Services, you will designate a named support services administrator for your Host Support Location. This individual will lead your local team and manage all local support activities, including the internal processes for submitting support incident requests to us. You may also need to designate a named support services administrator in other Support Locations.
- **Reactive Support Contacts:** As needed, you can designate named reactive support contacts who will create support requests through the Microsoft support website or by phone. Cloud administrators for your cloud-based services can also submit cloud support requests through the relevant support portals.
- **Online Services Support Requests:** Cloud administrators must submit support requests for online services through the appropriate online service support portal.
- **Service Request Submission:** When submitting a service request, your reactive support contacts should have a basic understanding of the problem and an ability to reproduce it. This will assist Microsoft in diagnosing and triaging the problem. These contacts should also be knowledgeable about the supported Microsoft products and your Microsoft environment to help resolve system issues and assist Microsoft in analyzing and resolving service requests.
- **Problem Determination and Resolution:** When submitting a service request, your reactive support contacts may need to perform problem determination and resolution activities as requested by us. These activities may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new software versions or components, or modifying processes.

## Unified Enterprise Support Services Description

- **Service Planning:** You agree to collaborate with us in planning the utilization of services, based on the services you have purchased.
- **Contact Updates:** You agree to inform us of any changes to the named contacts specified in your Work Order.
- **Data Management:** You are responsible for backing up your data and reconstructing lost or altered files due to catastrophic failures. You also need to implement necessary procedures to ensure the integrity and security of your software and data.
- **Feedback:** Where possible, you agree to respond to customer satisfaction surveys that we may periodically provide regarding the services.
- **Expenses:** You are responsible for any travel and expenses incurred by your employees or contractors.
- **Additional Responsibilities:** Your service delivery resource may ask you to fulfill other responsibilities specific to the service you purchased.
- **Cloud Services:** When using cloud services as part of this support, you must either purchase or have an existing subscription or data plan for the applicable online service.
- **Proactive Services Requests:** You agree to submit requests for Proactive services and enhanced solutions, along with any necessary or applicable data, no later than 60 days prior to the expiration date of the applicable Work Order.
- **Access:** You agree to provide our onsite service delivery team with reasonable telephone and high-speed Internet access, as well as access to your internal systems and diagnostic tools, as applicable.

## Appendix A: Severity Types Charts

This appendix contains a series of charts that provide a visual representation of incident severity types and levels. Please note that these charts are supplementary and are intended to provide additional insights into the incident severity levels. They should be used in conjunction with the main text for a comprehensive understanding of the topic.

### Reactive Support – Incident Severity Types

For problem resolution support, please see the severity situations in the chart below:

Severity and situation	Our expected response	Your expected response
<b>Severity 1</b> Critical business system down: Business at risk. Complete loss of a critical application or solution. Needs immediate attention	Azure components <sup>1</sup> First call response in 15 minutes or less All other products and services - First call response in one hour or less Critical situation resource <sup>2</sup> assigned Continuous effort on a 24/7 basis <sup>3</sup> Rapid escalation within Microsoft to product teams Notification of our senior executives, as required	- Notification of your senior executives, as requested by us Allocation of appropriate resources to sustain continuous effort on a 24/7 basis <sup>3</sup> Rapid access and response Submission via phone or web
<b>Severity A</b> Critical business system degraded: Significant loss or degradation of services Needs attention within one hour	First call response in one hour or less Critical situation oversight <sup>2</sup> Continuous effort on a 24/7 basis <sup>2</sup>	Allocation of appropriate resources to sustain continuous effort on a 24/7 basis <sup>3</sup> Rapid access and response Submission via phone or web
<b>Severity B</b> Moderate business impact: Moderate loss or degradation of services, but work can	First call response in two hours or less Continuous effort on a 24/7 basis <sup>3</sup>	Allocation of appropriate resources to align to Microsoft effort



Severity and situation	Our expected response	Your expected response
reasonably continue in an impaired manner Needs attention within two business hours <sup>4</sup>		Access and response from change control authority within four business hours Submission via phone or web
<b>Severity C</b> Minor business impact: Substantially functioning with minor or no impediments of services Needs attention within four business hours <sup>4</sup>	First call response in four hours or less Effort during business hours only <sup>4</sup>	Accurate contact information on case owner Responsive within 24 hours Submission via phone or web
<sup>1</sup> The listed response time for your Azure components does not cover Azure StorSimple, GitHub AE, Azure Communication Services or Billing & Subscription Management.		
<sup>2</sup> Critical situation resources help drive for prompt issue resolution through case engagement, escalation, resourcing, and coordination.		
<sup>3</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.		
<sup>4</sup> Business hours are generally defined as 09:00 to 17:30 Local Standard Time, excluding holidays and weekends. Business hours may differ slightly in your country.		

## Mission Critical Services for Azure Platform and Mission Critical Services for Azure Platform Plus – Incident Severity Types

For problem resolution support, see the severity situations in the chart below:

Severity and situation	Our expected response	Your expected response
<b>Severity 1</b> Critical business system down: Business at risk. Complete loss of a critical application or solution Loss of a core business process and work cannot reasonably continue Needs attention within 15 minutes	First call response in 15 minutes or less Continuous effort on a 24x7 basis <sup>1</sup> Access to Microsoft's experienced specialists	Submission via phone or web Notification of your senior executives, as requested by us Allocation of appropriate resources to sustain continuous effort on a 24x7 basis <sup>1</sup>

Severity and situation	Our expected response	Your expected response
<b>Severity A</b>  Critical business system degraded:  Significant loss or degradation of services	Senior Incident Manager <sup>2</sup> automatically assigned  Rapid escalation within Microsoft to cloud service operations teams  Notification of our senior executives, as required	Rapid access and response

<sup>1</sup> Microsoft may need to downgrade from 24x7 if you are not able to provide adequate resources or responses to enable Microsoft to continue with problem resolution efforts

<sup>2</sup> Enhanced Incident Management resources help drive for prompt issue resolution through case engagement, escalation, resourcing, and coordination.

### Mission Critical Services for Azure Events – Incident Severity Types

For Azure cloud solutions, during the event, incident service requests related to the event should be raised through the Microsoft Azure portal including AEM in the case description.

Severity and situation	Our expected response	Your expected response
<b>Severity 1</b>  Critical business system down:  Business at risk. Complete loss of a critical application or solution  Loss of a core business process and work cannot reasonably continue  Needs attention within 15 minutes	First call response in 15 minutes or less and rapid escalation within Microsoft <sup>2</sup>  Critical situation resource assigned in 30 minutes or less.  Continuous effort on a 24x7 basis <sup>1</sup>	Notification of your senior executives, as requested by us  Allocation of appropriate resources to sustain continuous effort on a 24x7 basis <sup>1</sup>  Rapid access and response

<b>Severity A</b> Critical business system degraded: Significant loss or degradation of services	Access to Microsoft experienced specialists and rapid escalation within Microsoft to product teams Engagement of support engineers who have knowledge of your solution configuration. Where applicable, those engineers may assist and streamline the incident management process Notification of our senior executives, as required
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<sup>1</sup> Microsoft may need to downgrade from 24 x 7 if you are not able to provide adequate resources or responses to help us to continue with problem resolution effort.

<sup>2</sup> AEM Support services are only available in English.

Microsoft will provide a post-event summary of any cases opened during the reactive support window and ensure these cases are resolved.

## Mission Critical Services for Microsoft Security Cloud – Incident Severity Types

For problem resolution support, see the severity situations in the chart below:

Mission Critical Services for Microsoft Security Cloud Severity and situation	Our expected response	Your expected response
<b>Severity 1</b> Critical business system down: Business at risk. Complete loss of a critical application or solution. Needs immediate attention	Initial Response Time response in 15 minutes or less Customer Services Support (CSS) security advanced engineers Continuous effort on a 24/7 basis <sup>1</sup>	Notification of your senior executives, as requested by us Allocation of appropriate resources to sustain continuous effort on a 24/7 basis <sup>1</sup> Rapid access and response
<b>Severity A</b> Critical business system degraded: Significant loss or degradation of services Needs attention within 15 minutes	Empowerment to engage the Security Engineers as needed Notification of our senior executives, as required	Submission via phone or web Allocation of appropriate resources to sustain continuous effort on a 24/7 basis <sup>1</sup> Rapid access and response Submission via phone or web

<sup>1</sup> We may need to downgrade from 24x7 if you are not able to provide adequate resources or responses to enable us to continue with problem resolution efforts Problem Resolution Support services are only available in English.

## Rapid Response – Incident Severity Types

For problem resolution support, see the severity situations in the chart below:

Rapid Response Severity and situation	Our expected response	Your expected response
<b>Severity 1</b> Critical business system down: Business at risk. Complete loss of a critical application or solution Loss of a core business process and work cannot reasonably continue Needs attention within 15 minutes	First call response in 15 minutes or less Continuous effort on a 24x7 basis <sup>1</sup> Access to Microsoft's experienced specialists <sup>2</sup> Rapid escalation within Microsoft to cloud service operations teams	Notification of your senior executives, as requested by us Allocation of appropriate resources to sustain continuous effort on a 24x7 basis <sup>1</sup> Rapid access and response
<b>Severity A</b> Critical business system degraded: Significant loss or degradation of services	Notification of our senior executives, as required	

<sup>1</sup> Microsoft may need to downgrade from 24x7 if you are not able to provide adequate resources or responses to enable Microsoft to continue with problem resolution efforts

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



## Unified Enhanced Response - Incident Severity Types

For problem resolution support, please see the severity situations in the chart below:

Unified Enhanced Response Severity and situation	Our expected response	Your expected response
<b>Severity 1</b> Critical business system down: Business at risk. Complete loss of a critical application or solution. Needs immediate attention	Azure components <sup>1</sup> First call response in 15 minutes or less All other products and services - First call response in 30 minutes or less Senior Incident Manager <sup>2</sup> automatically assigned Continuous effort on a 24/7 basis <sup>3</sup> Rapid escalation within Microsoft to product teams Notification of our senior executives, as required	- Notification of your senior executives, as requested by us Allocation of appropriate resources to sustain continuous effort on a 24/7 basis <sup>3</sup> Rapid access and response Submission via phone or web
<b>Severity A</b> Critical business system degraded: Significant loss or degradation of services Needs attention within 30 minutes	First call response in 30 minutes or less Senior Incident Manager automatically <sup>2</sup> assigned Continuous effort on a 24/7 basis <sup>3</sup>	Allocation of appropriate resources to sustain continuous effort on a 24/7 basis <sup>3</sup> Rapid access and response Submission via phone or web

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<sup>1</sup> The listed response time for the customer's Azure components does not cover US Gov Clouds Azure StorSimple, GitHub AE, A40, Azure Media Services, Azure Stack, Test Base for M365, Microsoft Mesh or Universal Print.

<sup>2</sup> Enhanced Incident Management resources help drive for prompt issue resolution through case engagement, escalation, resourcing, and coordination.

<sup>3</sup> Microsoft may need to downgrade the severity level if you are not able to provide adequate resources or responses to enable Microsoft to continue with problem resolution efforts.



## Appendix B: Success Management Services

This appendix contains a series of charts that provide a visual representation of the Success Management Services pillars, activities and outcomes.

### Success Management Services

- Success Management Services are included with your agreement, unless otherwise noted herein or in your Work Order.
- Success Management Services are provided digitally and or by customer success account managers.
- These resources may operate either remotely or on-site at your location, and will work hand in hand with you to deliver on the following activities:

Pillars	Activities	Activity Description
<p><b>Solution Health:</b> The goal is to help you get the most out of your Microsoft cloud investments by ensuring they are healthy, optimized, and resilient. Through our Customer Health Program Management, we work with you to plan and implement actions and recommendations that will improve the operational health of your Microsoft cloud solutions.</p> <p>We use our Problem Management expertise to help you identify and resolve recurring issues that affect your cloud performance and reliability. We also help you with Disaster Preparedness by conducting regular activities to help you prepare for major incidents and outages that could disrupt your business operations.</p> <p>Furthermore, we suggest engaging us in reviewing your Resilience and Security to help you identify and address opportunities to improve the resilience and security of your critical business functions that rely on the cloud.</p>	Customer Health Program Management	Improve and accelerate customer health by focusing on simplification and operational excellence.
	Problem Management	Identify and respond to critical issues, create and/or generate insights recommend appropriate remediation
	Proactive Resilience	Improve resiliency as in the ability of a system to withstand failures and recover quickly, minimizing the impact on customers and business outcomes
	Proactive Security	Improve security and compliance through the implementation of Microsoft security solutions.
	Disaster Preparedness	Ensuring customers are prepared for crisis and orchestrating the Microsoft team
<p><b>Adoption &amp; Planning:</b> We assist you with orchestrating and aligning the right resources in the planning and implementing cloud technologies that transform your organization. We provide success program management services that help you reach your technology and business objectives. We help you accelerate the implementation, adoption and value realization of Microsoft cloud technologies.</p> <p>We also help you enhance the health of your Microsoft cloud investments through customer health program management services. We help you identify opportunities to reduce your cloud and software expenses through technology optimization services.</p> <p>We keep you informed about important product, security, service and feature updates through technology and security updates. We guide you and help you resolve end of life technology issues through lifecycle management services.</p>	Success Program Management	Relationship governance and continuous orchestration of ongoing account planning, alignment, and validation of customer outcomes/value as established in the customer success plans.
	Technology Optimization	Maximize the customers' investments through cloud optimization
	Technology & Security Updates	Cloud investments and infrastructure constantly updated to the latest released updates
	Lifecycle Management Services	Ensure customers have an up-to-date lifecycle management plan

Unified Enterprise Support Services Description

<p><b>Executive Partnership:</b> We work with you as partners, sharing responsibility and the rewards of your Microsoft investments. We build strong ties between your executives and ours, so we can understand your goals and support your success programs. We offer services that help you plan and deliver specific results, using Microsoft cloud technologies. We help you get up and run faster, make the most of your cloud solutions, and achieve more value from Microsoft.</p>	<p>Customer Relationship Management</p>	<p>Fluid successful relationship between the customer and Microsoft</p>
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