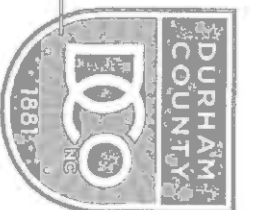


**DOCUSIGN**

# INTELLIGENT CONTRACT REQUISITION FORM

CONTRACTOR/VENDOR NAME: Microsoft VENDOR #1000007259  
 CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING ON BEHALF OF THE CONTRACTOR):  
Carlos Oquendo Jr. Carlos.Oquendo@Microsoft.com  
 Print Name E-Mail Address



TYPE OF CONTRACT: New ☐ Renewal ☒ Amendment ☐ Services ☒ Goods ☐ Consulting ☐ Construction ☐ Lease ☐ Other ☐  
 SCOPE OF WORK: State and Local Government - Microsoft Premier Support Services  
 CONTRACT AMT: \$39,025 CONTRACT TERM: 11/01/18 - 10/31/19 RFP/IFB/RFQ#: N/A

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	TOTAL	INCREASE (I) or DECREASE (D)	ADDITIONAL INFO
1	1001010000	4200191000	5200140300			\$39,025		
2								
3								

**RISK MANAGER** Contract Requires Risk Management Review/Approval? YES ☒ NO ☐  
 Signature: SEE ATTACHED Date: \_\_\_\_\_

Contract Requires BOCC Approval? YES ☐ NO ☒ Date of BOCC Approval: \_\_\_\_\_

REQUISITIONER  
 Printed Name/Title: Kimberly Cook / Administrative Officer Date: 11/13/2018

E-Mail Address: kcook@dconc.gov kl

Reviewing Attorney: SEE ATTACHED Date: \_\_\_\_\_

**PURCHASING MANAGER**  
Jacqueline Boyce  
 Date: 11/8/2018

*DocuSign E-Signature...*

**DEPARTMENT HEAD OR DESIGNEE (Individual E-Signing Contract)**  
Gary Marrow Date: 11/8/2018  
*DocuSign E-Signature*

*DocuSign E-Signature*

Printed Name/Title: Greg Marrow / Chief Information Officer  
 E-Mail Address: gmarrow@dconc.gov

**CHIEF FINANCIAL OFFICER**  
John T. L... Date: 11/9/2018  
*DocuSign E-Signature*

**PROPERTY MANAGER**  
Wendell M. Davis Date: 11/13/2018  
*DocuSign E-Signature*

*Please forward executed copy to Kim Cook*

**CLERK TO THE BOARD**

*DocuSign E-Signature*

Date: \_\_\_\_\_

**Purchasing Comments:** COMP

RUSH REQUEST PER DEPT 10/30/18.  
 DELAY PROCESSING DUE TO A CHANGE IN DOCUMENTS PER THE VENDOR. SECOND  
 RESUBMISSION THROUGH DOCUSIGN ON 11/07/18.

FUNDS RESERVATION# 19-585





**COUNTY OF DURHAM**

Purchasing Division of the Finance Department  
200 East Main Street 4th Floor, Durham NC 27701  
919-560-0051(Telephone); 919-560-0057(Fax)

## Funds Reservation 1900000585

<b>General Data</b>			
Company code	DCNC	Document date	10/30/2018
		Posting date	10/30/2018
<b>More Data</b>			
Text	SERVICES AGREEMENT RENEWAL 11/01/18 - 10/31/19		
Overall Amount	39,025.00 USD		

<b>Document item 001</b>			
Text	MICROSOFT PREMIER SUPPORT SVCS		
Fund	1001010000	Funds center	4200191000
Cost Center	4200191000	G/L account	5200140300
Vendor	1000007259	Vendor Name	MICROSOFT
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	39,025.00 USD		
Open amount	39,025.00 USD		

  
PURCHASING OFFICER  
  
CHIEF FINANCIAL OFFICER



# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
10/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Aon Risk Services Central, Inc.  
Chicago IL Office  
200 East Randolph  
Chicago IL 60601 USA

**CONTACT NAME:**  
**PHONE**  
(A/C. No. Ext): (866) 283-7122 **FAX**  
(A/C. No.): (800) 363-0105

**E-MAIL ADDRESS:**

## INSURER(S) AFFORDING COVERAGE

NAIC #

**INSURED**  
Microsoft Corporation  
Attn: Risk Management  
One Microsoft Way  
Redmond WA 98052-6399 USA

<b>INSURER A:</b>	National Union Fire Ins Co of Pittsburgh	19445
<b>INSURER B:</b>	American Home Assurance Co.	19380
<b>INSURER C:</b>	New Hampshire Insurance Company	23841
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

**CERTIFICATE NUMBER:** 570073687572

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL6938912	07/01/2018	07/01/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY Excluded GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG Excluded
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 2867394 AOS CA 7742333 VA	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC018177157 AOS WC018177154 CA	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance only, this certificate may not be altered in any way.

## CERTIFICATE HOLDER

## CANCELLATION

Durham County  
200 East Main Street, 5th Floor  
Durham NC 27701 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central Inc*

Holder Identifier :

Certificate No : 570073687572

AGENCY CUSTOMER ID: 570000041266

LOC #:



# **ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Microsoft Corporation	
POLICY NUMBER See Certificate Number: 570073687572			
CARRIER See Certificate Number: 570073687572	NAIC CODE	EFFECTIVE DATE:	

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

## **ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
A		N/A		WC018177153 FL	07/01/2018	07/01/2019	
C		N/A		WC018177155 MA ND OH WI WY	07/01/2018	07/01/2019	
C		N/A		WC018177156 ME	07/01/2018	07/01/2019	
C		N/A		WC0188177158 AK AZ IL KY NC NH NJ PA	07/01/2018	07/01/2019	

# **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 07/01/2018

forms a part of Policy No. WC 018-17-7157

Issued to MICROSOFT CORPORATION

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

## **Schedule**

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITON OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:  
1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,  
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

The premium charge for the endorsement is INCLUDED

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13  
(Ed. 04/84)

Countersigned by \_\_\_\_\_



Authorized Representative

**From:** [Darby, Willie S.](#)  
**To:** [Whittle, Christopher](#)  
**Subject:** RE: Durham County Microsoft Services Documents  
**Date:** Monday, October 29, 2018 3:20:01 PM

---

Hi Chris:  
The COI is hereby approved.  
Thanks,  
Willie

**From:** Whittle, Christopher  
**Sent:** Monday, October 29, 2018 3:04 PM  
**To:** Darby, Willie S. <[wdarby@dconc.gov](mailto:wdarby@dconc.gov)>  
**Subject:** FW: Durham County Microsoft Services Documents  
**Importance:** High

Mr. Darby,

Please see the attached COI documentation submitted by Microsoft. If accepted, please approve, else let me know what I need to have Microsoft change.

Thank You,

Chris

**From:** Martha Rincon (AON RISK SERVICES INC OF WASHI) <[y-marin@microsoft.com](mailto:y-marin@microsoft.com)>  
**Sent:** Monday, October 29, 2018 2:19 PM  
**To:** Whittle, Christopher <[cwhittle@dconc.gov](mailto:cwhittle@dconc.gov)>; Ian Ochs (ServiceSource Europe Limited) <[iaochs@microsoft.com](mailto:iaochs@microsoft.com)>  
**Cc:** Nikki Dahi <[ndahi@microsoft.com](mailto:ndahi@microsoft.com)>; Crystal Ballard (Invenio) <[y-crball@microsoft.com](mailto:y-crball@microsoft.com)>;  
Certificates of Insurance <[certs@microsoft.com](mailto:certs@microsoft.com)>; Martha I Rincon <[martha.rincon@aon.com](mailto:martha.rincon@aon.com)>;  
ISTBusiness <[ISTBusiness@dconc.gov](mailto:ISTBusiness@dconc.gov)>; Davis, Antonio <[ADavis@dconc.gov](mailto:ADavis@dconc.gov)>  
**Subject:** Re: Durham County Microsoft Services Documents  
**Importance:** High

Hello Ian and Christopher,

Please see the attached certificate of insurance which has been revised; my apologies for the mix up. I've also attached the Waiver of Subrogation document. Please review the attached and let me know if you have any questions.

Thank you.

**From:** Darby, Willie S.  
**Sent:** Monday, October 29, 2018 2:56 PM  
**To:** Whittle, Christopher <cwhittle@dconc.gov>  
**Subject:** RE: Microsoft Support Services Renewal Contract

Hi Chris:

Yes, from a legal perspective the document is approved as to form. IS&T should perform a technical review.

Thanks,  
Willie

**From:** Whittle, Christopher  
**Sent:** Monday, October 29, 2018 2:46 PM  
**To:** Darby, Willie S. <wdarby@dconc.gov>  
**Subject:** RE: Microsoft Support Services Renewal Contract

Mr. Darby,

One more thing, was the other document I sent good to go. The one titled *State and Local Government – Microsoft Premier Support Services Description*

I've attached it for quick reference.

Thanks,

Chris

**From:** Darby, Willie S.  
**Sent:** Monday, October 29, 2018 2:38 PM  
**To:** Whittle, Christopher <cwhittle@dconc.gov>  
**Subject:** RE: Microsoft Support Services Renewal Contract

Hi Chris:

I made revisions to the Microsoft Agreement (see attached) and ask that you pass the same on to them for review and acceptance. We will also need a Certificate of Insurance.

Thanks,  
Willie

**From:** [Ian Ochs \(ServiceSource Europe Limited\)](#)  
**To:** [Whittle, Christopher](#)  
**Cc:** [Nikki Dahi](#); [Crystal Ballard \(Invenio\)](#); [Martha Rincon \(AON RISK SERVICES INC OF WASHI\)](#); [Certificates of Insurance](#); [Martha I Rincon](#); [ISTBusiness](#); [Davis, Antonio](#)  
**Subject:** Re: Durham County Microsoft Services Documents  
**Date:** Monday, October 29, 2018 5:18:33 PM

---

I did see the email and the changes are acceptable.

-Ian

512.585.3729

Sent from my Microsoft Lumia 950

On Oct 29, 2018, at 3:42 PM, Whittle, Christopher <[cwhittle@dconc.gov](mailto:cwhittle@dconc.gov)> wrote:

No worries. Did you see my latest email about our legal department making some changes for Microsoft's review?

Thanks,

Chris

Sent from my iPhone

On Oct 29, 2018, at 4:14 PM, Ian Ochs (ServiceSource Europe Limited) <[y-iaochs@microsoft.com](mailto:y-iaochs@microsoft.com)> wrote:

Chris,

Apologies on the delay response to your contract question.

The prior contract was a Premier Core which is no longer offered. The current contract is Premier Standard which requires a different paperwork.

Best Regards,

Ian

M: 512.585.3729

**From:** Whittle, Christopher [<mailto:cwhittle@dconc.gov>]

**Sent:** Monday, October 29, 2018 10:01 AM

**To:** Ian Ochs (ServiceSource Europe Limited) <[y-iaochs@microsoft.com](mailto:y-iaochs@microsoft.com)>

**From:** Darby, Willie S.  
**Sent:** Wednesday, November 7, 2018 2:17 PM  
**To:** Whittle, Christopher <cwhittle@dconc.gov>  
**Subject:** RE: Durham County Microsoft Services Documents

Hi Chris:

The Amendment to the MSA from Microsoft is hereby approved as to form.  
Thanks,  
Willie

**From:** Whittle, Christopher  
**Sent:** Tuesday, November 06, 2018 12:35 PM  
**To:** Darby, Willie S. <[wdarby@dconc.gov](mailto:wdarby@dconc.gov)>  
**Subject:** FW: Durham County Microsoft Services Documents

Mr. Darby,

Would you please review the amendment to the MSA from Microsoft which should include your modifications? Once approved, I can finally (I hope), get this contract with Microsoft done.

Thanks!

Chris

## State and Local Government – Microsoft Premier Support Services Description

(Microsoft Affiliate to complete)  
**Services Description Number.**  
(For Microsoft Internal Purposes Only)  
MSL Number

**DORV1811-198732-231044**

This services description ("Services Description") is made pursuant to the Microsoft Master Services Agreement, (the "Agreement") effective as of , which is incorporated herein by this reference. In this Services Description "You", "Your" or "Customer" means the undersigned customer and "We," "Us," or "Our" means the undersigned Microsoft affiliate. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement. This Services Description is comprised of this cover page and the Services Description terms below, which are incorporated herein by this reference.

<b>Customer Invoice Information</b>		
<b>Name of Customer</b> County of Durham		<b>Contact Name</b> (This person receives invoices under this Services Description unless otherwise specified on Your purchase order.) Antonio Davis
<b>Name of Customer or Affiliate that executed the Agreement if different than the undersigned</b>		
<b>Street Address</b> 200 E Main St Ste 235		<b>Contact E-mail Address</b> adavis@dconc.gov
<b>City</b> Durham	<b>State/Province</b> North Carolina	<b>Phone</b> (919) 560-7013
<b>Country</b> United States	<b>Postal Code</b> 27701-3649	<b>Fax</b> (919) 560-7008
<b>Invoicing</b>		
Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description. We must be in receipt of a purchase order, check, or other acceptable form of payment before We will begin providing Services. We will invoice You for additional Services performed and expenses incurred. Our invoices are payable in full within 30 days of receipt by You and will be directed to Your representative for payment at the address shown above unless otherwise provided in a purchase order. Notwithstanding the foregoing, multi-year Service Descriptions will be invoiced upon Our acceptance of this Services Description for year one and the remaining installments will be invoiced at the subsequent anniversaries of the Commencement Date as defined on the Fee and Named Contacts Schedule(s). We reserve the right to adjust Our fees prior to entering into any new Fee and Named Contacts Schedule(s).		
<b>Term</b>		
This Services Description will commence on 11/1/2018 and will expire on 10/31/2019 (the "Expiration Date") unless otherwise extended by a subsequent FNC(s).		

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

<b>Customer</b>	<b>Microsoft Affiliate</b>
<b>Name of Customer (please print)</b> County of Durham	<b>Name</b> Microsoft Corporation
<b>Signature</b> Wendell M Davis	<b>Signature</b> Carlos Oquendo Jr
<b>Name of person signing (please print)</b> Wendell M Davis	<b>Name of person signing (please print)</b> Carlos Oquendo Jr
<b>Title of person signing (please print)</b> County Manager	<b>Title of person signing (please print)</b> Support Solution Specialist
<b>Date</b> 11/13/2018	<b>Date</b> 11/7/2018

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Susan Tezaj, Durham County Chief Financial Officer

**1. OVERVIEW.** This Services Description describes the various types of services that may be obtained (the "Services"). In addition, it sets forth the parties' respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. The Services focus on the following key areas:

**Support Account Management** from an assigned Microsoft resource ("Services Resource") helps to build and maintain relationships with Your management and service delivery staff and helps You arrange each element of the Premier Support to meet Your business requirements.

**Workshops** help You to prevent problems, increase system availability and assist with creating products and solutions based on Microsoft technologies.

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

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

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

**2. AVAILABLE SERVICES.** You may utilize any combination of the following Services. Unless We specify otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours You have purchased as set forth in the attached Fee and Named Contacts Schedule(s). The complete list of Services below may not be available in all countries. For a detailed list of Services available outside the US, please contact Your Services Resource.

**2.1 Support Account Management.** Support Account Management services are intended to help coordinate the support and services relationship. The Services Resource is Your advocate within Microsoft and facilitates a team that can provide Workshops, Problem Resolution Support, and Support Assistance. The Services Resource also serves as the point of information delivery and provides Your feedback regarding the Services to other Microsoft groups. The Services Resource will engage with You in the following activities which will be deducted from the pre-paid hours listed in the "Premier Support Fees" section below:

- a. Planning and Resource Facilitation. At the commencement of this Service Description, an orientation and planning session can be conducted with Your management and staff via teleconference or onsite if an onsite visit has been purchased. The purpose of this meeting is to discuss the Services available, gather input regarding Your support needs, and jointly plan Your use of the Services.
- b. Status Meetings and Reporting. A standard status report can be prepared on a regular basis, to summarize the Services delivered during the previous reporting period. Status meetings will be conducted to discuss Service activities, monitor Your satisfaction levels, and discuss actions or adjustments that may be required. Customized reporting can be provided at Your request and any additional related labor will be deducted from Your Support Assistance hours.
- c. Escalation Management. Support issues that require escalation to other resources within Microsoft can be closely managed by the Services Resource to expedite resolution.

**2.2 Workshops and Events.** The goal of Workshops and Events is to provide You proactive technical information to assist in the design, development or deployment of Microsoft technologies. ***All registration requirements for Workshops and Events must be completed by You 60 days prior to the expiration date of the applicable Fee and Named Contacts Schedule(s).*** Additional benefits may include instruction to help reduce the number and minimize the impact of problems related to Microsoft Products that You experience. Workshops and Events can include the following:

- a. Workshops. We can conduct instructor-led training sessions that emphasize Microsoft technologies at Your facility or on location at Microsoft. If You elect to have a Workshop conducted at Your facility, We will provide You with specifications for configuring Your environment prior to the delivery of the Workshops. Workshops are individually scoped and priced depending upon the length, delivery location and material presented. Your Services Resource can provide You with a current list of available Workshops.
- b. Events. We can provide broad and deep technical development-focused presentations, combined with hands-on labs that provide training and facilitate Your implementations of Microsoft technologies. These Events provide

the opportunity to interact with Microsoft product groups, Premier support development resources and marketing contacts. Your Services Resource can provide You with notification of scheduled Events.

**2.3 Problem Resolution Support.** Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products. Problem Resolution Support is available 24 hours a day, 7 days a week. Requests for support may be submitted via telephone or electronically through the Premier online website by Your designated contacts, except for Severity 1 and A which must be submitted via telephone as set forth below in Section 2.3(a). Problem Resolution Support can include any combination of the following:

- a. **Problem Request (Break-Fix).** An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. Incidents requiring an onsite visit will be charged on an hourly basis and will include charges for reasonable travel and living expenses. In certain situations, We may provide You with a modification to the commercially available Microsoft product software code to address specific critical problems ("Hotfix(es)") in response to an assisted break-fix support request. Hotfixes are designed to address Your specific problems and are not regression tested. Except as otherwise provided herein or in an Exhibit, Hotfixes may not be distributed to unaffiliated third parties without Our express written consent.

Problem resolution support is charged on an hourly basis and includes the commercially reasonable amount of hours of Services necessary to troubleshoot and help resolve the support issue. Hours-based incidents are deducted from the pre-paid hours set forth in the attached Fee and Named Contacts Schedule(s) or charged to You in arrears if all pre-paid hours have been exhausted.

You are responsible for setting the initial severity level in consultation with Us and You can request a change in severity level at any time. The incident severity will determine the response levels within Microsoft and estimated response times and Your responsibilities are defined in the following table:

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

<sup>1</sup> Business Hours are defined as 6AM to 6PM Pacific Time, Monday through Friday excluding holidays.

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

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

You are responsible for implementing the procedures necessary to safeguard the integrity and security of Your software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures.

- b. **Rapid Onsite Support Services.** You can request on-site support as an additional billable service. Our ability to provide onsite support is subject to Our resource availability, and the tasks performed will vary depending on the situation, environment, and business impact of the issue.
- c. **Software Assurance Benefits.** You may elect to convert Your Software Assurance 24x7 Problem Resolution Support Incidents (SA PRS Incidents) to Premier Problem Resolution Support (PPRS) hours or incidents for use consistent with Your Premier service plan at the time of transfer. This conversion is based on a local rate calculation that will be provided by your Services Resource. You may be required to purchase additional Support Account Management hours before converting SA PRS incidents/hours. All SA PRS Incidents You transfer are subject to this Services Description.

**2.4 Support Assistance.** Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Support as well as requests for consultative assistance for design, development and deployment issues. Your Services Resource will work with You to determine Your specific Support Assistance needs.

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

- a. **Infrastructure Support Assistance.** Infrastructure Support Assistance includes informal advice, guidance and knowledge transfer intended to help You implement Microsoft technologies in ways that avoid common support issues and decrease the likelihood of system outages.

These services also help You to resolve problems that are not attributed to Microsoft Products including:

- Errors caused by Your networking infrastructure, hardware, non-Microsoft software, operational procedures, architecture, IT service management process, system configuration or human error.
  - Multi-vendor coordination interoperability problems. Upon Your request, We will collaborate with third-party software suppliers to help resolve complex multi-vendor product interoperability issues.
- b. **Reviews.** A review is an assessment of a specific system, application or architecture to address design, development, deployment, and supportability issues for current or planned implementations of Microsoft technologies. Each review is individually scoped and estimated prior to scheduling resources, and a written report is produced to document findings and recommendations. ***All requests for reviews and the applicable data must be submitted to Us no later than 60 days prior to expiration date of the applicable Fee and Named Contacts Schedule(s).***
  - c. **Development Support Assistance.** Development Support Assistance helps You in Your creation and development of internal applications on the Microsoft platform that integrate Microsoft technologies. Development Support Assistance specializes in Microsoft development tools and technologies.
  - d. **Lab Access.** Microsoft can provide You with access to a lab facility to assist You with product development, benchmarking and testing, prototyping and migration activities on Microsoft products. These facilities must be scheduled in advance and are subject to availability.

**2.5 Information Services.** Information Services provide You with technical information about Microsoft products and support tools that help You to implement and operate Microsoft products in a more efficient and effective manner. Information Services can include any combination of the following:

- a. **Premier online website.** The Premier online website provides access to the following information resources at no additional charge:
  - Regularly updated product news flashes documenting key support and operational information about Microsoft products.
  - Critical problem alerts notifying You of potentially high-impact problems.
  - Web response tool for submitting and checking the status of support incidents.
  - Microsoft Knowledgebase of technical articles and troubleshooting tools and guides.

- b. Support Webcasts. Support webcasts are regularly scheduled webcast discussions led by Our program managers, developers and professionals covering key areas of Microsoft technology. These are provided at no additional charge and require high speed internet access to participate.

**2.6 Additional Services.** You may request changes or additions to this Services Description at any time. Additional Services that are available for purchase, and the specific terms and conditions applicable to those Services, may be set forth in this Services Description, an attached Exhibit and/or Fee and Named Contacts Schedule(s). Additional Services will be invoiced at the prevailing price at the time the Services are rendered or upon acceptance of an Exhibit and/or Fee and Named Contacts Schedule(s) referencing this Services Description. If you purchase additional Problem Resolution Support hours or convert Software Assurance hours to Problem Resolution Support hours, you may also be required to purchase additional Services Management hours. Prior to delivering additional Services, We must be in receipt of a purchase order, check or other acceptable form of payment.

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

- a. All Services will be provided remotely to Your locations in the United States unless otherwise set forth in an Exhibit to this Services Description (see section 3(k) below). Where additional onsite visits are mutually agreed, and not pre-paid and defined on your Fee and Named Contacts Schedule, You will be billed for reasonable travel and living expenses in arrears. Alternatively, You agree that any travel related expenses incurred by Microsoft may be decremented from the Support Assistance hours if You so choose. You certify that You possess the authority for this approval and such conversion is in compliance with any applicable government procurement and audit rules or regulations.
- b. All Services will be provided in the English language unless otherwise agreed to by You and Us in writing or in an Exhibit to this Services Description.
- c. We will provide support for all United States versions of commercially released generally available Microsoft products unless otherwise set forth in an Exhibit to this Services Description or specifically excluded on the Premier online website. Support for those Microsoft products that have entered the Extended Support Phase, as defined on the Premier online website, will be charged on an hourly basis only. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Phase of support unless You have purchased such support in an Exhibit to this Services Description.
- d. Support for pre-release products is not provided except as otherwise provided in an attached Exhibit.
- e. **ALL SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE TERM OF FEE AND NAMED CONTACTS SCHEDULE(S) SHALL BE FORFEITED IF NOT UTILIZED DURING THE TERM OF THE APPLICABLE FEE AND NAMED CONTACTS SCHEDULE(S).**
- f. Support Assistance is dependent upon the availability of resources.
- g. We can access Your system via remote dial-in to analyze problems at Your request. Our personnel will access only those systems authorized by You. We may provide You with software to assist with problem diagnosis and/or resolution. Such software is Microsoft's property and must be returned to Us promptly upon request. In order to utilize remote dial-in assistance, You must provide Us with the appropriate access and necessary equipment.
- h. You must have access to the Internet in order to take advantage of Internet-based services.
- i. Additional Prerequisites and Assumption may be set forth in relevant Exhibits.
- j. When purchasing Problem Resolution Support, we will require a corresponding quantity of Support Account Management to facilitate delivery of your Problem Resolution Support. If you purchase additional Problem Resolution Support, Support Assistance, or if you convert Software Assurance hours to Problem Resolution Support hours or incidents, you may be required to purchase additional Support Account Management.
- k. Resource Site Visits (number of trips to Your location) are mutually agreed upon at acceptance of this Services Description and the total fixed price amount for these visits are included in Your Fee and Named Contacts Schedule.

**4. YOUR RESPONSIBILITIES.** This section sets forth Your performance obligations under this Services Description. Our performance is predicated upon You fulfilling the following responsibilities in addition to those set forth in Section 2.3 and any applicable Exhibits. Failure to comply with the following responsibilities may result in delays of Service.

- a. You can designate named contacts as set forth in the attached Fee and Named Contacts Schedule(s), one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Your team and will manage all of Your support activities, and internal processes for submitting support requests to Us. Each contact will be supplied with an individual account number for access to the Premier online website, support issue submission and access to Your Services Resource. In addition to the named contacts, You may also identify two types of group contacts as follows:
  - One type will receive a shared account ID that provides access to the Premier online website for information content and the ability to submit support requests through the Premier online website or by telephone.
  - One type will receive a shared account ID that provides access to the Premier online website for information content only.
- b. You agree to work with Us to plan for the utilization of Services based upon the service level You purchased.
- c. You agree to provide an internal escalation process to facilitate communication between Your management and Us as appropriate.
- d. You agree to respond to customer satisfaction surveys We may provide to You from time-to-time regarding the Services.
- e. You agree to provide reasonable office space, telephone and high speed internet access, and access to Your internal systems and diagnostic tools to Our Services Resources that are required to be on-site.
- f. You are responsible for any travel and expenses incurred by Your employees or contractors.

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

- a. **Pre-existing Work.** All rights in any computer code or materials developed or otherwise obtained by or for Us or Our affiliates, or You or Your affiliates independently of this Services Description ("Pre-existing Work") shall remain the sole property of the Party providing the Pre-existing Work. During the performance of the Services for this Services Description, each Party grants to the other Party (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. 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 for Your internal business operations without any obligation of accounting or payment of royalties. Your licenses to Our Pre-existing Work are conditioned upon Your compliance with the terms of the Agreement and this Services Description and the perpetual license applies solely to Our Pre-existing Work that is left to You at the conclusion of Our performance of the Services.
- b. **Materials.** All rights in any materials developed by Us (other than software code) and provided to You in connection with the Services ("Materials") shall be owned by Us except to the extent such Materials constitute Your Pre-existing Work. Upon payment in full, We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for Your internal business operations and without any obligation of accounting or payment of royalties. You may sublicense the rights granted herein to Your Affiliates. All rights not expressly granted, are reserved.
- c. **Sample Code.** We grant You a nonexclusive, perpetual, royalty-free right to use and modify any software code provided by Us for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that You agree: (i) to not use Our name, logo, or trademarks to market Your software product in which the Sample Code is embedded; (ii) to include a valid copyright notice on Your software product in which the Sample Code is embedded; and (iii) to indemnify, hold harmless, and defend Us and Our suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of the Sample Code.
- d. **Open Source License Restrictions.** Because certain third party license terms require that computer code 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 (collectively, "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.

e. **Reservation of Rights.** All rights not expressly granted in this Section 5 are reserved..

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

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

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

(For Microsoft Internal Purposes Only)

Premier Support Services Description Number

DORV1811-198732-231044

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

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

*Term*

This Exhibit will commence on 11/1/2018 and will expire on 10/31/2019 (The Expiration Date") according to the dates set forth in the attached Services Description.

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

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

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

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

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

(For Microsoft Internal Purposes Only)  
**Exhibit Number**

DORV1811-198732-231044

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

**Term**

This Exhibit will commence on **11/1/2018** and will expire on **10/31/2019** (The Expiration Date") according to the dates set forth in the attached Services Description.

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

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

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

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

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

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

(For Microsoft Internal Purposes Only)  
**Exhibit Number**

**DORV1811-198732-231044**

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

**Term**

This Exhibit will commence on **11/1/2018** and will expire on **10/31/2019** (The Expiration Date") according to the dates set forth in the attached Services Description.

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

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

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

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

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

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

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

DORV1811-198732-231044

Customer Name: *County Of Durham*

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

**Term**

This Schedule will commence on 11/1/2018 and will expire on 10/31/2019 (the "Expiration Date").

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

**a. Fee Summary**

	<i>Price (US\$)</i>
Country: United States	\$39,025
<b>Total</b>	<b>\$39,025</b>

**b. Software Assurance Benefits**

You may elect to convert Your Software Assurance 24x7 Problem Resolution Support Incidents (SA PRS Incidents) to Premier Problem Resolution Support (PPRS) hours or incidents for use consistent with Your Premier service plan at the time of transfer. This conversion is based on a local rate calculation that will be provided by your Services Resource. You may be required to purchase additional Support Account Management hours before converting SA PRS incidents/hours. All SA PRS Incidents You transfer are subject to this Services Description

When purchasing Problem Resolution Support, we will require a corresponding quantity of Support Account Management to facilitate delivery of your Problem Resolution Support. If you purchase additional Problem Resolution Support, Support Assistance, or if you convert Software Assurance hours to Problem Resolution Support hours or incidents, you may be required to purchase additional Support Account Management

**c. Services by Support Location**

<b>Country: United States</b> (Premier Premier Standard)
<ul style="list-style-type: none"> <li>Up to 120 hours of Support Account Management</li> <li>Up to 120 hours for Problem Resolution Support or Remote Support Assistance</li> <li>Up To 40 hours of Support Assistance</li> </ul>

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

## 2. MICROSOFT CONTACT

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

Microsoft Contact Name: Ian Ochs
Address: Microsoft Corporation
Attn: Ian Ochs
Email: v-iaochs@microsoft.com
Phone: 1-800-626-6307 ext 6928

## 3. CUSTOMER NAMED CONTACTS

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

<b>CSM Name:</b>	<b>Named Contact Name:</b>
Address:	Address:
Phone:	Phone: (    )
Email:	Email:
Facsimile: (    )	Facsimile: (    )

<b>Named Contact Name:</b>	<b>Named Contact Name:</b>
Address:	Address:
Phone: (    )	Phone: (    )
Email:	Email:
Facsimile: (    )	Facsimile: (    )

# Microsoft Master Services Agreement

## State and Local Government & Public Educational Institutions

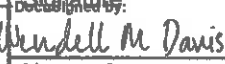

Microsoft Master Services Agreement Number  
Microsoft Affiliate to complete

This Microsoft Master Services Agreement ("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 Customer (the entity signing the Agreement and its Affiliates) and Microsoft Corporation (the Microsoft Affiliate signing below and its Affiliates). If Customer contracts for Professional Services from Microsoft under this Agreement, the specific terms of those transactions will be contained in this Agreement and any Statement of Services incorporating the terms of 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) <b>County of Durham</b>	Name <b>Microsoft Corporation</b>
Signature 	Signature 
Name of person signing (please print) Wendell M Davis	Name of person signing (please print) Charles H. Brown, on behalf of David T. Gallagher
Title of person signing (please print) County Manager	Title of person signing (please print) Director of Contracts
Signature date 11/13/2018	Signature date (may be different than Effective Date) November 5, 2018
	Effective Date (may be different than Signature Date) November 5, 2018

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:



Susan Tezai, Durham County Chief Financial Officer

**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, Customer consents to its use for purposes of administering this Agreement by Microsoft, Microsoft's Affiliates, and other parties that help Microsoft administer this Agreement.

<b>Customer</b>		
Name of Customer * County of Durham		Contact Name *(This person receives notices under this Agreement pursuant to Section 10a (Notices)). Antoni Davis
Street Address * 200 East Main Street 5 <sup>th</sup> Floor		Contact Email Address * <a href="mailto:adavis@dconc.gov">adavis@dconc.gov</a>
City * Durham	State/Province * NC	Phone (919) 560-7013
Country * United States	Postal Code * 27710	Fax
<b>Microsoft</b>		
Notices to Microsoft should be sent to (Microsoft Affiliate to complete): Kevin Hartley, Esq. Microsoft Corporation 5404 Wisconsin Avenue Chevy Chase, MD 20815		Copies should be sent to: 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 Customer and/or Microsoft as the context requires. In addition, the following definitions apply:

**"Affiliate"** means (i) with regard to Customer, any government agency, department, office, instrumentality, division, unit or other entity of Customer's state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer, 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 Customer's state 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 Microsoft, any legal entity that Microsoft owns, which owns Microsoft, or which is under common ownership with Microsoft. **"Ownership"** means more than 50% ownership;

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

**"Customer"** means the legal entity that has entered into this Agreement;

**"Customer Data"** means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates in connection with Professional Services;

**"Developments"** means any computer code or materials (other than Products, Fixes or Pre-Existing Work) developed by Microsoft or in collaboration with Customer which is provided to Customer in the course of performance of a Statement of Services;

**"Fix" or "Fixes"** means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or that Microsoft provides to Customer when performing Professional Services to address a specific issue (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 hereinafter created or recognized, including without limitation the rights to use, reproduce, modify and distribute the Developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties;

**"Microsoft"** means the Microsoft Affiliate that has entered into this Agreement and its Affiliates;

**"Online Services"** means the Microsoft-hosted services identified as Online Services in the Microsoft Product Terms;

**"Online Services Terms"** means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time;

**"Pre-Existing Work"** means any computer code or materials developed or otherwise obtained independently of the efforts of a party under a Statement of Services;

**"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 Terms"** means the document that provides information about Microsoft Products. The Product Terms document is published on the Volume Licensing Site and is updated from time to time;

**"Professional Services"** means all Product support services and Microsoft consulting services or advice provided to Customer under this Agreement. "Professional Services" or "services" does not include Online Services;

**"Service 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 the Professional Services;

**"Software"** means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services or Services Deliverables, but Software may be part of an Online Service;

**"Statement of Services"** means any work orders, services descriptions, or other description of Professional Services that incorporates this Agreement;

**"Trade Secret"** means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

**"use"** or **"run"** means to copy, install, use, access, display, run or otherwise interact with;

**"Use Rights"** means, with respect to any Product licensing program, the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms;

**"Volume Licensing Site"** means <http://www.microsoft.com/licensing/contracts> or a successor site.

**2. Services.** The precise scope of the Professional Services will be specified in a Statement of Services. Customer or any of Customer's Affiliates may enter into Statements of Services under this Agreement with Microsoft's local Affiliates. Microsoft's ability to deliver the Professional Services depends upon Customer's full and timely cooperation, as well as the accuracy and completeness of any information Customer provides. This Agreement does not obligate either party or its Affiliates to enter into any Statements of Services.

**3. Use, ownership, rights and restrictions.**

**a. Products.** Unless otherwise specified in a license agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement. Customer is responsible for paying any licensing fees associated with Products. Notice: Products will not be purchased under this Agreement.

**b. Fixes and Services Deliverables.**

**i. Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business use. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in a licensing agreement.

**Pre-Existing Work.** All rights in Pre-Existing Work will remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services. Upon payment in full and subject to Customer's compliance with this Agreement, Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (excluding object code) any Microsoft Pre-Existing Work provided as part of a Service Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes.

**ii. Developments.** Upon payment in full Microsoft grants Customer Joint Ownership in any Developments, except as may be otherwise explicitly agreed to in a Statement of Services. Customer agrees to exercise its rights in Developments solely for its internal business operations only and may not otherwise resell or distribute the Developments. Each party shall be the sole owner of any modifications that it makes based upon the Developments.

- iii. **Affiliates rights.** Customer may only sublicense its rights to the Services Deliverables and Sample Code granted hereunder to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Agreement.
- c. **Non-Microsoft software and technology.** Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Agreement.
- d. **Sample Code.** Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.
- e. **Restrictions on use.** Customer must not (and is not licensed to) (1) reverse engineer, de-compile or disassemble any Product, Fix or Service Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Agreement or a Statement of Services, Customer must not distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.
- f. **Reservation of Rights.** Products, Fixes, and Service 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.
- g. **Supportability of Products.** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at <http://support.microsoft.com> or a successor site.

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

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, and the terms of this Agreement. 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 that (a) becomes publicly available without a breach of this Agreement, (b) the receiving party received from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, Contractors, advisors, and consultants ("Representatives") and then only on a need-to-know basis, under non-disclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or Trade Secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply for a period of five years after the confidential information is received.

**5. Compliance with applicable laws, privacy and security.**

- a. Customer consents to processing personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected through Professional Services (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its Contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention and processing of personal data from the European Economic Area and Switzerland.
- c. **U.S. Export.** Microsoft Products, Fixes and Services Deliverables are subject to U.S. export jurisdiction. Customer 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.

**6. Warranties.**

- a. **Limited warranties and remedies – Professional Services.** Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days of date of the Professional Services were performed, then Microsoft will, at its discretion, either re-perform the Professional Services or return the price paid for them. These remedies are Customer's sole remedies for breach of warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.
- b. **Exclusions.** The warranties in this section do not cover problems caused by accident, abuse or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release or beta Products or to components of Products that Customer is permitted to redistribute. **DISCLAIMER.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of merchantability, fitness for a particular purpose, title and non-infringement.

**7. Defense of third party claims.**

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that any Fix or Services Deliverable made available by Microsoft for a fee and used within the scope of Section 3 of this Agreement (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, or trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Fix or Services Deliverable with a functional equivalent; or (2) terminate Customer's intellectual property rights and refund any fees paid for such Services Deliverable(s). Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product, Fix or Services Deliverable after being notified to stop due to a third party claim.

**By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that Customer's use of any Fix or Services Deliverable alone or in combination with anything else, violates the law or damages a third party.

**8. Limitations of liability.**

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 was required to pay for the applicable Statement of Services during the term of the Statement of Services, subject to the following.

- a. Free Professional Services and Distributable Code.** For Professional Services provided free of charge and code that Customer is authorized to redistribute to third parties without a separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5000.
- b. Exclusions.** In no event will either party be liable for any indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue or interruption of business, however caused or on any theory of liability.
- c. Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

**9. Term and termination.** This Agreement will remain in effect until terminated.

Either party may terminate this Agreement at any time without cause by giving the other party at least 60 calendar days prior written notice. Terminating this Agreement will not affect any existing Statements of Services, but will terminate the ability of the parties to enter into subsequent Statements of Services.

Customer may terminate a Statement of Services upon 30 days' notice. Either party to the Statement of Services may terminate it 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. Microsoft may terminate a Statement of Services if Customer fails to pay any invoice that is more than 60 days outstanding. Customer agrees to pay all fees for Professional Services performed and expenses incurred prior to termination and any additional amounts that may be specified in a Statement of Services. Upon Microsoft's receipt of payment for the Professional Services, Customer's interests in the Services Deliverables will vest.

**10. Miscellaneous.**

- a. Notices.** Notices must be sent to the address on the signature page of this Agreement or on an applicable Statement of Services. All notices, authorizations, and requests given or made in connection with this Agreement must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by the Customer. Emails will be treated as delivered on the transmission date.
- b. Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.
- c. Applicable law; dispute resolution.** This Agreement together with the applicable Statement of Services will be governed by the laws of Customer's 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 Customer's state.

- d. Severability.** If any provision of this Agreement is held to be unenforceable, the balance of the Agreement will remain in full force and effect.
- e. Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be made in writing and signed by an authorized representative of the waiving party.
- f. Survival.** All provisions survive termination or expiration of this Agreement, except those requiring performance only during the term of a Statement of Services.
- g. Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.
- h. Microsoft as independent contractor.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.
- i. Use of Contractors.** Microsoft may use Contractors to perform Professional Services, but will be responsible for their performance subject to the terms of this Agreement.
- j. Insurance while performing Professional Services on Customer's premises.** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this Agreement via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.
- k. Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights in accordance with the terms of this Agreement. Any additional or conflicting terms and conditions contained in Customer's purchase order are expressly rejected and will not apply.
- l. No transfer of ownership.** Microsoft does not transfer ownership rights in any Product. The Products are protected by copyright and other intellectual property rights, laws and international treaties.
- m. Professional Services payment terms.** Customer agrees to pay all fees in a Statement of Services within 30 days of the date of Microsoft's invoice; unless the Statement of Services provides otherwise. Microsoft may 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 due to Microsoft. Microsoft will have no obligation to continue to provide Professional Services if Customer fails to make timely payment.
- n. Taxes.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.
- o. Calendar days.** Any reference in this Agreement to "day" will be a calendar day, except references that specify "business day."
- p. 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.
- q. No third-party beneficiaries.** This Agreement does not create and third-party beneficiary rights.

**Microsoft Master Services Agreement – State and Local Government &  
Public Educational Institutions Amendment #1**

Agreement number  
(Microsoft to complete)

This amends the Microsoft Master Services Agreement – State and Local Government & Public Educational Institutions ("Agreement") identified above between the County of Durham, North Carolina and Microsoft Corporation as of the effective date identified below. Any terms that are used but not defined in this amendment will have the same meanings given them in the Agreement.

**I. Amendment.**

1. Section 7, Defense of third-party claims, of the Agreement is hereby amended by adding the following sentence at the end of the first paragraph:

*"Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the Customer, which immunity is hereby reserved to the Customer."*

2. Section 7.b. of the Agreement is hereby amended by replacing it in its entirety with the following:

*"To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that Customer's use of any Fix or Services Deliverable alone or in combination with anything else, violates the law or damages a third party. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the Customer, which immunity is hereby reserved to the Customer."*

3. Section 8, Limitations of liability, of the Agreement is hereby amended by replacing the first paragraph in its entirety with the following:

*"Except for gross negligence and willful misconduct, 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 was required to pay for the applicable Statement of Services during the term of the Statement of Services, subject to the following."*

4. Section 10, Miscellaneous, of the Agreement is hereby amended by adding the following as subparagraphs r, s and t, respectively:

**r. E-Verify.** As a condition of payment for services rendered under this Agreement, Microsoft shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Microsoft provides the services to Customer utilizing a subcontractor, Microsoft shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Microsoft shall verify, by affidavit, compliance of the terms of this section upon request by Customer.

**s. Dispute resolution.** The Parties agree that all disputes shall be subject to mediation according to the Rule of Mediation of the North Carolina Superior Court, prior to the filing of any litigation.

**t. Termination for non-appropriation of funds.** Notwithstanding any other provision of this Agreement, the Customer shall not be obligated for the Seller's performance hereunder or by any provision of this Agreement during any of the Customer's future fiscal years unless and until the Customer's Board appropriates funds for this Contract in the

Customer's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. Customer shall notify Microsoft in writing of any such non-allocation of funds at the earliest possible date.

**II. Effect of Amendment.**

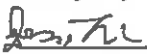
Except as specifically amended by this amendment, all other provisions of the Agreement shall remain unchanged, and in full force and effect.

Customer	Microsoft
<b>County of Durham, NC</b>	<b>Microsoft Corporation</b>
Signature DocuSigned by: 	Signature 
Printed Name Wendell M Davis	Printed Name <b>Charles H. Brown, on behalf of David T. Gallagher</b>
Printed Title County Manager	Printed Title <b>Director of Contracts</b>
Signature Date 11/13/2018	Effective Date <b>November 5, 2018</b>

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Prepared & Authorized by: Charlie Brown, SBD

DocuSigned by:



**Susan Fezzi, Durham County Chief Financial Officer**