


Microsoft Enterprise Services Work Order

Work Order Number
(Microsoft Affiliate to complete)

GVS12310-442669-561543

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference **U6291432**, effective as of **11/13/2015** (the "Agreement"), the provisions of the Unified Enterprise Support Services Description 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.

Customer	Microsoft Affiliate
Name of Customer (please print)	Name
County Of San Mateo	Microsoft Corporation
Signature	Signature 
Name of person signing (please print)	Name of person signing (please print) Steve Damm
Title of person signing (please print)	Title of person signing (please print) Digital Support Specialist
Signature date	Signature date (effective date) 9/5/23

Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

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 County of San Mateo Pony ISD120 Attn Accounts Payable Information Services Department		Contact Name (Receives invoices under this Work Order) ISD Vendor Invoices
Street Address 455 County CTR FL 3		Contact E-Mail Address ISD_Vendor_Invoices@smcgov.org
City REDWOOD CITY	State/Province California	Phone
Country United States	Postal Code 94063	Fax

1. Support Services and Fees.

1.1. Term.

Microsoft Enterprise Support Services will commence on **10/1/2023** (the "Support Commencement Date") and will expire on **9/30/2026** (the "Support Expiration Date").

1.2. Description of the 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. 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

Unified Enterprise Support County of San Mateo Y1 USA - SLG - Enterprise West 10/1/2023 - 9/30/2024		
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

Unified Enterprise Support Add on County of San Mateo Y1 USA - SLG - Enterprise West 10/1/2023 - 9/30/2024		
Quantity	Service	Service Type
384 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

Unified Enterprise Support County of San Mateo Y2 USA - SLG - Enterprise West 10/1/2024 - 9/30/2025		
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

Unified Enterprise Support Add on County of San Mateo Y2 USA - SLG - Enterprise West 10/1/2024 - 9/30/2025		
Quantity	Service	Service Type
434 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

Unified Enterprise Support County of San Mateo Y3 USA - SLG - Enterprise West 10/1/2025 - 9/30/2026		
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

Unified Enterprise Support Add on County of San Mateo Y3 USA - SLG - Enterprise West 10/1/2025 - 9/30/2026		
Quantity	Service	Service Type
434 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

1.3 Support Services Fees.

The items listed in the table above represent the services that Customer has purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are non-refundable and prepaid at year one and subsequent anniversaries of the Support Commencement Date. Before Microsoft commences 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 30 calendar days of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees in connection with implementing any changes requested by Customer to the Microsoft Support Services ordered herein. Any modified fees will be documented in an amendment.

Services Summary***	Year 1	Year 2	Year 3	Total (Fee USD)
	2023-2024	2024-2025	2025-2026	
Appraised Product Spend	\$3,098,343.00	\$3,098,343.00	\$3,098,343.00	\$9,295,029.00
Unified Enterprise Support	\$243,343.00	\$282,090.00	\$282,090.00	\$807,523.00
Subtotal: Unified Support Service Fees	\$243,343.00	\$282,090.00	\$282,090.00	\$807,523.00
Unified Proactive Services Add-On	\$50,034.00	\$56,696.00	\$56,696.00	\$163,426.00
Subtotal: Add-On	\$50,034.00	\$56,696.00	\$56,696.00	\$163,426.00
Microsoft Investment	(\$40,273.00)	(\$31,116.00)	(\$2,566.00)	(\$73,955.00)
Microsoft Flex Allowance	(\$50,000.00)	(\$56,418.00)	(\$56,418.00)	(\$162,836.00)
SAB Concession	(\$37,746.00)	(\$33,303.00)	(\$33,303.00)	(\$104,352.00)
Total Fees (excluding taxes) (Fee USD)	\$165,358.00	\$217,949.00	\$246,499.00	\$629,806.00

*The Microsoft Unified fees described above are based on a tiered rate structure along with the total value each year for Customer’s validly licensed, commercially released and generally available Microsoft products, and cloud services subscriptions as identified in Appendix A of this Work Order (collectively, the “Appraised Product Spend”) to calculate Customer’s Microsoft Unified fees for the 3 Years Support Term.

Prior to each contract anniversary of the Support Commencement Date, Customer’s Appraised Product Spend will be re-calculated for the upcoming contract year. If Customer’s product spend increases over the previous 12 months (“Actual Product Spend”) by more than **five percent (5%)** above the Appraised Product Spend shown for that year in the Support Services Fee Summary table above, Microsoft will recalculate the associated Microsoft Unified fees for the upcoming contract year. The recalculated Microsoft Unified fees will be based on the Actual Product Spend and the Unified rates listed in the Rate Table below. Microsoft will invoice the customer for the difference between the re-calculated price and the original scheduled Microsoft Unified fees sub-total from the Support Services Fee Summary table above. Customer agrees to pay Microsoft such additional amounts within 30 calendar days of the date of Microsoft’s invoice.

Microsoft Unified – Rate Table			
Enterprise package	Server	User	Azure
Year 2 Rate %	10%	6.84%	10%
Year 3 Rate %	10%	6.84%	10%

Appraised Product Spend by Category			
	Server	User	Azure
Year 1	\$542,580.52	\$2,328,326.45	\$227,435.97
Year 2	\$296,223.00	\$3,358,621.00	\$227,436.00
Year 3	\$296,223.00	\$3,358,621.00	\$227,435.97

Billing Schedule	Billing Date	Fee USD
Payment Y1	10/1/2023	165,358.00
Payment Y2	10/1/2024	217,949.00
Payment Y3	10/1/2025	246,499.00
Total Fees (excluding taxes)		629,806.00

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.

1.3. Customer Named Contact(s).

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

Name of Customer Support Service Administrator Kim Pijma		
Street Address 455 County Center, 3rd Floor		Contact E-Mail Address D_Vendor_Invoices@smcgov.org
City Redwood City	State/Province California	Phone 650-363-4548
Country United States	Postal Code 94063	Fax 650-363-7800

2. Use, ownership, restrictions and rights.

2.1. 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.

2.2. 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.

2.3. 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.

2.4. 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.

2.5. 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.

2.6. 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.

2.7. 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.

2.8. 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.

3. 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.

4. Attachments

The following documents are attached at the execution of this Work Order:

- Other: Microsoft Unified Enterprise Support Services Description (USSD)

5. Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name
Steven Damm
Contact E-Mail Address
stevedamm@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 SAN MATEO	Select Plus	7756479
SAN MATEO COUNTY	OPEN	02603200ZZL2106
COUNTY OF SAN MATEO-6257893-AZURE COMMERCIAL	Enterprise 6	7616564
COUNTY OF SAN MATEO-6257893-TEST	Enterprise 6	6094577
COUNTY OF SAN MATEO	Enterprise 6	68656320
COUNTY OF SAN MATEO	Enterprise 6	6257893

Microsoft Unified Enterprise Support Services Description (USSD)

July 2023

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1 About this document

The Microsoft Unified Enterprise Support Services Description provides you with information on the support services that are available to purchase from Microsoft.

Please familiarize yourself with the descriptions of the services that you purchase, including any prerequisites, disclaimers, limitations and your responsibilities. The services that you purchase will be listed in your Enterprise Services Work Order (Work Order) or another applicable Statement of Services that references and incorporates this document.

Not all services listed in this document are available globally. For details on which services are available for purchase in your location, contact your Microsoft Services representative. Available services are subject to change.

2 Support services

Microsoft Unified Enterprise Support Services (support services) is a comprehensive enterprise support set of services that helps accelerate your journey to the cloud, optimize your IT solutions, and use technology to realize new business opportunities for any stage of the IT lifecycle. Support services include:

- Proactive services help improve health of your IT infrastructure and operations
- Service Delivery Management to facilitate planning and implementation
- Prioritized 24x7 problem resolution services to provide rapid response to minimize downtime

2.1 How to purchase

Support services are available as a Base Package, with additional services, and enhanced services and solutions available to purchase under an existing Base Package agreement listed in the Enterprise Services Work Order, as described below.

Item	Description
Base Package	A combination of proactive, reactive and delivery management services that support Microsoft products and/or Online Services in use within your organization. Part of your Base Package includes a Flex Allowance* to use to add proactive services (marked with "+"), enhanced services and solutions services and/or Custom Proactive services to your Base Package. Base Package included services are represented with a "✓" throughout this section.
Additional services	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.
Enhanced services and solutions	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.
Multi-country support	Multi-country Support provides support to you in multiple Support Locations, as described in your Work Order (or Work Orders).

*Flex Allowance is a flexible portion of your base package list price that may be applied towards the purchase of Proactive services, enhanced services and solutions, Proactive credits or Custom Proactive Services at the time of the services purchase. Your Microsoft representative will provide the portion of your Base Package list price available for use as Flex Allowance. The following conditions for allocation of your Flex Allowance apply:

- 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.
- 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.
- Flex Allowance may not be used for Service Delivery Management services, as defined herein.
- 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 with your service delivery resource.
- All available Flex Allowance must be allocated by the time of contract execution or it will be forfeited.

2.2 Description of services

The items which are combined to form your support services package are described in this section. Also, listed are services that may be added to your Base Package or added during the Term of the agreement.

Proactive services

Proactive services help prevent issues in your Microsoft environment and will be scheduled to help 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 on 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

Planning services provide assessments and reviews of your current infrastructure, data, application and security environment to help plan your remediation, upgrade, migration, deployment or solution implementation based on your desired outcomes.

Planning service types	Plan
Proof of Concept	+

+ - Additional service that may be purchased

Proof of Concept: An engagement to provide evidence that enables the customer to evaluate the feasibility of a proposed technical solution. The evidence can be in the form of working prototypes, documents, and designs, but are not usually production-ready deliverables.

Implementation services

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

Implementation service types	Plan
Onboarding Services	+

+ - Additional service that may be purchased.

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

Maintenance services

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

Maintenance service types	Plan
On-demand Assessment	✓
Assessment Program	+
Offline Assessment	+
Proactive Monitoring	+
Proactive Operations Programs (POP)	+
Risk and Health Assessment Program as a Service (RAP as a Service)	+

✓ - Included as part of your Base Package.
 + - Additional service that may be purchased.

On-demand Assessment: Access to a self-service, online automated assessment platform that uses log analyses to analyze and assess your Microsoft technology implementation. On-demand Assessments cover limited technologies. Use of this assessment service requires an active Azure service with adequate data limits to enable use of the on-demand assessment service. Microsoft may provide assistance to enable 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) are available to assist with analyzing the data and prioritizing remediation recommendations per your services agreement. Onsite assessments may not be available in all geographies.

Assessment Program: An assessment on the design, technical implementation, operations or change management of your Microsoft technologies against Microsoft recommended practices. At the conclusion of the assessment, the Microsoft resource will work directly with you to remediate possible issues and provide a report containing the technical assessment of your environment, which may include a remediation plan.

Offline Assessment: 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.

Proactive Monitoring: Delivery of technical operations monitoring tools and recommendations for tuning your server incident management processes. This service helps you create incident matrices, conduct major incident reviews, and create the design for a sustained engineering team.

Proactive Operations Programs (POP): A review with your staff of your planning, design, implementation or operational processes against Microsoft recommended practices. This review is done either onsite or remotely by a Microsoft resource.

Risk and Health Assessment Program as a Service (RAP as a Service): An automated assessment of your Microsoft technology implementation, with data collected remotely. The gathered data is analyzed by Microsoft to create a findings report containing remediation recommendations. This service is available for on-site or remote delivery.

Optimization services

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

Optimization service types	Plan
Adoption Services	+
Development Focused Services	+
IT Services Management	+
Security Services	+

+ - Additional service that may be purchased.

Adoption Services: Adoption support services provide a suite of services that help you assess your organization’s ability to modify, monitor and optimize changes linked to your Microsoft technology purchase. 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 in support of their adoption program.

Development Focused Services: Services available to assist your staff build, deploy, and support applications built with Microsoft technologies.

Services Insights for Developers: An annual assessment of your application development practices to help customers with recommended practice guidance for developing applications and solutions on Microsoft platforms.

Development Support Assistance: Provides help in creating and developing applications that integrate Microsoft technologies on the Microsoft platform, specializing in Microsoft development tools and technologies, and is sold as a quantity of hours listed on your Work Order.

IT Services Management: A suite of services designed to help you evolve your legacy IT environment using modern service management approaches that enable innovation, flexibility, quality and operational cost improvements. Modern IT Service Management services may be delivered through remote or onsite advisory sessions or workshops to help ensure your monitoring, incident management or service desk processes are optimized to manage the dynamics of cloud-based services when moving an application or service to the cloud. 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.

Security Services: The Microsoft security solutions portfolio includes four focus areas: cloud security and identity, mobility, enhanced information protection and secure infrastructure. Security services help customers understand how to protect and innovate their IT infrastructure, applications and data against internal and external threats. Security 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.

Education services

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

Education service types	Plan
On-demand Education	✓
Webcasts	✓
Chalk Talks	+
Workshops	+

✓ - Included as part of your Base Package.
 + - Additional service that may be purchased.

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

Webcasts: Access to live Microsoft-hosted educational sessions, available on a wide selection of support and Microsoft technology topics, delivered remotely online.

Chalk Talks: Short interactive services, typically one-day sessions, that cover product and support topics provided in a lecture and demonstration format and are delivered by a Microsoft resource either in person or online.

Workshops: Advanced level technical training sessions, available on a wide selection of support and Microsoft technology topics, delivered by a Microsoft resource in person or online. Workshops are purchased on a per-attendee basis or as a dedicated delivery to your organization, as specified on your Work Order. Workshops cannot be recorded without express written permission from Microsoft.

Additional Proactive services

Additional Proactive service types	Plan
Custom Proactive Services (Maintenance, Optimization and Education services)	+
Support Technology Advisor	+

Additional Proactive service types	Plan
Proactive Accelerator	+
Designated Engineering	+

+ - Additional service that may be purchased.

Custom Proactive services: 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.

Support Technology Advisor (STA): A customized service that provides a technology assessment supporting customer business goals including, but not limited to, workload optimization, adoption or supportability, delivered by a Microsoft resource. This service may include a plan and technical guidance tailored to customer environment and business goals.

Proactive Accelerator: A Microsoft resource-led service comprised of a scoped set of activities to help you accomplish a technical or business outcome based on goals to eliminate deployment risks, increase availability, or optimize solution performance. Using a programmatic approach, the Microsoft resource will determine the set of activities needed for engagement, which may include, but are not limited to, fit gap analysis, onboarding, optimization, knowledge transfer, design validation, and implementation plan.

Designated Engineering (DE): Curated and outcome-driven solution(s), based on Microsoft recommended practices and principles, that help accelerate your time to value, A lead expert will work with your team closely to provide deep technical guidance and leverage other Microsoft experts where required, to help with deployment and/or optimization of your Microsoft solutions. Including services that span from assessment and planning, to upskilling and design, to configuration and implementation.

Other Proactive	Plan
Proactive Credits	+

Proactive Credits: The value of exchangeable services represented in credits on your Work Order. Proactive Credits can then be exchanged for, or applied to, one or more defined additional services, as described within this document, and at current rates provided by your Microsoft Services representative. After selecting the available additional service, we will deduct the value of that service from your credit balance, rounded up to the nearest unit.

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 on your Work Order. All reactive support is delivered remotely.

Reactive service types	
Advisory Support	✓
Problem Resolution Support	✓
Reactive Support Management	✓
Root Cause Analysis	+
Reactive Support Management Add-on	+

✓ - Included as part of the Base Package.

+ - Additional service that may be purchased.

Advisory Support: Phone-based support on short-term (limited to six hours or less) and unplanned issues for IT Professionals. Advisory Support may include advice, guidance, and knowledge transfer intended to help you deploy and implement Microsoft technologies in ways that avoid common support issues and that can decrease the likelihood of system outages. Architecture, solution development and customization scenarios are outside of the scope of these Advisory Services.

Problem Resolution Support: This assistance for problems with specific symptoms encountered while using Microsoft products includes troubleshooting a specific problem, error message or functionality that is not working as intended for Microsoft products. Incidents may be initiated either by phone or submitted via the web. Support requests for services and products, not covered by the applicable online service support portal, are managed from within the Microsoft Services online portal.

Severity definitions and the Microsoft estimated initial response times are detailed in the incident response tables below. The term 'First Call Response' is defined as the initial non-automated contact via phone or email.

Upon your request, we may collaborate with third-party technology suppliers to help resolve complex multi-vendor product interoperability issues, however, it is the responsibility of the third party to support its product.

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

Severity and situation	Our expected response	Your expected response
<p>Severity 1</p> <p>Critical business system down: Business at risk. Complete loss of a critical application or solution. Needs immediate attention</p>	<p>Azure components¹ First call response in 15 minutes or less</p> <p>All other products and services - First call response in one hour or less</p> <p>Critical situation resource² assigned</p> <p>Continuous effort on a 24/7 basis³</p> <p>Rapid escalation within Microsoft to product teams</p> <p>Notification of our senior executives, as required</p>	<p>- Notification of your senior executives, as requested by us</p> <p>Allocation of appropriate resources to sustain continuous effort on a 24/7 basis³</p> <p>Rapid access and response</p> <p>Submission via phone or web</p>
<p>Severity A</p> <p>Critical business system degraded: Significant loss or degradation of services Needs attention within one hour</p>	<p>First call response in one hour or less</p> <p>Critical situation oversight²</p> <p>Continuous effort on a 24/7 basis²</p>	<p>Allocation of appropriate resources to sustain continuous effort on a 24/7 basis³</p> <p>Rapid access and response</p> <p>Submission via phone or web</p>
<p>Severity B</p> <p>Moderate business impact: Moderate loss or degradation of services, but work can reasonably continue in an impaired manner Needs attention within two business hours⁴</p>	<p>First call response in two hours or less</p> <p>Effort during business hours only⁴</p>	<p>Allocation of appropriate resources to align to Microsoft effort</p> <p>Access and response from change control authority within four business hours</p> <p>Submission via phone or web</p>
<p>Severity C</p> <p>Minor business impact: Substantially functioning with minor or no impediments of services Needs attention within four business hours⁴</p>	<p>First call response in four hours or less</p> <p>Effort during business hours only⁴</p>	<p>Accurate contact information on case owner</p> <p>Responsive within 24 hours</p> <p>Submission via phone or web</p>

Unified Enterprise Support Services Description

¹ The listed response time for your Azure components does not cover, Azure StorSimple, GitHub AE, Azure Communication Services or Billing & Subscription Management.

² Critical situation resources help drive for prompt issue resolution through case engagement, escalation, resourcing, and coordination.

³ We may need to downgrade the severity level if you are not able to provide adequate resources or responses to enable us to continue with problem resolution efforts.

⁴ 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.

Reactive Support Management: Reactive Support Management provides oversight of support incidents to drive timely resolution and a high quality of support delivery. Service Delivery Management will be utilized for the Reactive Support Management of all support requests.

Per the Incident Response tables above, for Severity B and 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 A incidents, an enhanced escalation process is initiated and automatically executed. The assigned Microsoft resource is then responsible for ensuring continued technical progress by providing you with status updates and an action plan.

For non-business hours extended coverage, you may purchase Additional Reactive Support Management Hours.

Root Cause Analysis: When explicitly requested prior to incident close, 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. Root Cause Analysis is only available for certain Microsoft technologies and may incur an additional charge.

Reactive Support Management Add-on: You may elect to purchase additional hours to provide Reactive Support Management. These resources will operate remotely and deliver the service during the 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. This service is subject to Microsoft resource availability.

Service delivery management

Service Delivery Management (SDM) is included with your support services, unless otherwise noted herein or in your Work Order. Additional delivery management services may be added when purchasing additional services or enhanced services and solutions.

SDM services are provided digitally and by a designated customer success account manager. This named resource may operate either remotely or onsite at your location.

Service Delivery Management scope

The following SDM services are available:

Service delivery management service types	Plan
Customer Organization Enablement	✓
Microsoft Product, Service, and Security Updates Guidance	✓
Program Development & Management	✓
Unified Enterprise Support Onboarding	✓
Cloud Success Program	+
Cloud Solution Architect Developer Advocate	✓ ¹
Executive Relationship Management	✓
Service Delivery Management Add-on	+
Onsite Service Delivery Management	+

✓ - Included as part of the Base Package.

+ - Additional service that may be purchased.

✓¹ - Additional services that may be provided by Microsoft.

Customer Organization Enablement: Guidance and information provided to your named Support Service Administrator about how to manage utilization of your Unified Support services, and prepare you to use Unified Support digital and reactive services.

Microsoft Product, Service and Security Updates Guidance: Information shared with you about important upcoming product and service features and changes, as well as security bulletins for Microsoft technologies.

Program Development & Management: Activities designed to plan, propose, and manage your support program's services, across your organization to help you realize greater value from your investments in Microsoft technology and services. Microsoft may recommend a variety of services intended to help you achieve key business and technology outcomes, making use of the capabilities included in your Base Package support, as well as additional services you may purchase.

Unified Support Onboarding: Activities to support your initiation into Unified Support, including the introduction and promotion of self-service capabilities in the online support portal, with a goal of ensuring timely utilization of your Unified Support services.

Cloud Success Program: Planning and delivery services are included to help you achieve specific cloud outcomes, empowering you to accelerate the implementation, adoption and realized value of Microsoft cloud technologies.

Cloud Solution Architect Developer Advocate: A development focused Microsoft support resource who will deliver strategic advice and guidance to accelerate innovation and drive efficiency throughout the software development lifecycle. These limited resources may be assigned by Microsoft as conditions allow.

Executive Relationship Management: A set of activities to ensure the Microsoft Support team is aligned to your organization’s strategic priorities and engaged with key business and technology decision makers.

Service Delivery Management Add-on: You may elect to purchase additional custom SDM resources to provide service delivery management services as part of a pre-determined scope of work, which are not explicitly detailed in this document. This service is also subject to Microsoft resource availability. These resources will operate either remotely or onsite at your location. If delivered onsite, the below restrictions will apply.

Onsite Service Delivery Management: You may request onsite visits from your customer success account manager that may require an additional charge per visit. This service is subject to Microsoft resource availability.

2.3 Enhanced services and solutions

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

Service	Plan
Enhanced Designated Engineering	+
Unified Enhanced Response	+
Rapid Response	+
Azure Event Management	+
O365 Engineering Direct	+
Developer Support	+ ¹
GitHub Engineering Direct	+
Support for Mission Critical	+
Azure Engineering Direct	+
Cybersecurity Support Services	+

+ - Additional service that may be purchased.

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

Enhanced Designated Engineering

Enhanced Designated Engineering (EDE): A custom service that provides a deep and ongoing technical engagement for customers with complex scenarios. This offering is scoped to match the customer’s needs and outcomes by providing a designated engineer who will build a deep knowledge of the customer’s environment or solution and support customer business goals including, but not limited to, workload

optimization, adoption or supportability. EDE services may be purchased as pre-defined offerings or as a block of custom hours that can be used to deliver scoped proactive services.

When purchased as hours, EDE service hours are then deducted from your total purchased hours as they are utilized and delivered.

Pre-defined EDE offerings are tailored to your environment and help you achieve a desired outcome. These offerings include required pre-defined proactive services built in.

The focus areas for EDE services:

- Help maintain a deep knowledge of your current and future business requirements and configuration of your information technology environment to optimize performance.
- 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)
- Help make your deployment and operation activities consistent with your planned and current implementations of Microsoft technologies.
- Enhance your IT staff’s technical and operational skills.
- Develop and implement strategies to help prevent future incidents and increase system availability of your covered Microsoft technologies.
- Help determine the root cause of recurring incidents and to provide recommendations to prevent further disruptions in the designated Microsoft technologies

Regardless of how EDE is purchased, 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. Multi Country customer must assign the EDE to location at contracting prior to service delivery Planning.

Service-specific prerequisites and limitations

- You must have a current Microsoft Unified Support services agreement to support your EDE services. If your Microsoft Unified Support services agreement expires or is terminated, your EDE service will be terminated on the same date.
- EDE services are available during normal business hours (09:00 to 17:30 Local Standard Time, excluding holidays and weekends).
- EDE services support the specific Microsoft products and technologies selected by you and listed in your Work Order.
- EDE services are delivered for a single support location in the designated support location identified in your Work Order.
- EDE services are delivered remotely unless agreed otherwise in advance in writing. Where onsite visits are mutually agreed upon and not pre-paid, we will bill you for reasonable travel and expenses.

Reactive Enhanced Designated Engineering (REDE): 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 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.

The focus areas for REDE services:

- Conduct an initial meeting to discuss priorities and recommendations. The results of this meeting will be documented in your service delivery plan.
- Participate in the resolution of Severity 1 and Severity A support incidents.
- At your request, participate in the resolution of other severity support incidents.
- Work in collaboration with your 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.
- **Reactive services**
 - Develop and maintain a deep knowledge of your use of our products and online services in your environment and will incorporate that knowledge into their activities related to support incident resolution.
 - Provide Microsoft technical support engineers with information about the usage of our products and online services within your environment.
 - Provide advanced troubleshooting and debugging expertise to facilitate rapid support incident resolution.
 - When available for the Microsoft products and online services involved, 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.
- **Proactive services**
 - Document and share with you recommendations of 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.

Service-specific prerequisites and limitations

- You must execute and maintain an agreement for Microsoft Unified Support in order for us to provide REDE services. If your Microsoft Unified Support services agreement expires or is terminated, your REDE service will be terminated on the same date.
- The REDE engineer is assigned in addition to the Microsoft technical resolution resource responsible for support incident resolution.
- REDE services are available during normal business hours (09:00 to 17:30 Local Standard Time, excluding holidays and weekends).

- REDE services 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 onsite visits are mutually agreed upon and not prepaid, we will bill you for reasonable travel and expenses.
- 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.

Your responsibilities

Optimizing the benefits of your REDE services is contingent upon you fulfilling the following responsibilities. Failure to comply with the following responsibilities may result in delays of service or may hinder our ability to perform services.

- You will 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.
- You must initiate support incident requests and must actively participate with us in the diagnosis and resolution of support incidents.
- You must act as the administrator of your environment.
- You must provide troubleshooting information upon request (for example, debug and trace log files).

Unified Enhanced Response

Unified Enhanced Response: Unified Enhanced Response (UER) provides accelerated reactive support for your products and cloud services with faster routing for all critical situation incidents ('crit sits') and by assigning resources from the Enhanced Incident Management team designated to you for enhanced reactive incident management. Customers may purchase Unified Enhanced Response in addition to their Unified Enterprise base support agreement or add it at any point in the term of an active Unified Enterprise base support agreement.

To receive UER support for your Microsoft products and cloud services, you must submit an incident by phone or via web. If opened at Severity 1 or Severity A, your Problem Resolution Support requests will automatically be routed with the enhanced response time and the Enhanced Incident Management team will be automatically assigned for incident management.

Enhanced Incident Management: The Enhanced Incident Management service is available 24x7x365 for all Severity 1 or Severity A Problem Resolution Support requests. Customers are assigned a designated pool of resources with knowledge of customer business goals and environment. These resources are assigned in addition to the technical resolution resources 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 Management team resources designated to the customer can be reached directly via email 24-7 and will ensure continued technical progress by providing you with frequent status and escalation updates and an action plan.

For any Severity 1 incident, a member of the Enhanced Incident Management team will also provide a incident handling review with the customer, Customer Success Account Manager and other members of

your account team with the goal of strengthening your business and prevent 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, and work with your Customer Success Account Manager (CSAM) on recommendations for remediation, to proactively reduce future cases and strengthen your solutions.

Root Cause Analysis (RCA) is only available for certain Microsoft technologies and may incur an additional charge. RCA is not an included service in Unified Enhanced Response but may be requested from your CSAM or Enhanced Incident Management team members during the incident. A member of the Enhanced Incident Management team will inform you during the incident if a RCA is available for the impacted Microsoft technology, if an additional charge will be incurred by performing the RCA and will work with your CSAM to initiate an RCA if available and explicitly requested by the customer prior to incident close. You 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.

For your Enhanced Incident Management team to have basic knowledge of your goals and environment, you must provide documentation if requested and participate in onboarding activities during the first 60 days of the contract term.

These resources will operate remotely. The Enhanced Incident Management service is delivered in English, Chinese and Japanese. No Enhanced Incident Management service delivery by region restricted, citizenship required or cleared delivery resources is possible in this offer.

UER's reactive services help resolve issues in your Microsoft environment and are typically consumed on demand. The reactive services provided are included as-needed for currently supported Microsoft products and online services, unless otherwise noted on your Work Order. All reactive support is delivered remotely. In addition to the as-needed reactive services, a set quantity of hours for Reactive Support Management and Service Delivery Management are included for your Enhanced Incident Management team and CSAM to use to deliver for onboarding activities, quarterly meetings with your Enhanced Incident Management team member and Sev 1 post-incident reviews. Additional or more frequent meetings are available by request and with prior Microsoft agreement where resourcing available if you elect to purchase additional hours beyond those included to provide additional Reactive Support Management and Service Delivery Management by your Enhanced Incident Management team and Customer Success Account Manager

UER only needs to be purchased for the host country location if the customer has a multi-country Unified agreement. As a reactive Enhanced Solution, all UER services may be provided remotely to locations other than and including the Host with the exception of the included Service Delivery Management hours, which will be allocated by the Host and managed by the Host Customer Success Account Manager.

Unified Enhanced Response Severity and situation	Our expected response	Your expected response
<p>Severity 1</p> <p>Critical business system down:</p> <p>Business at risk. Complete loss of a critical application or solution.</p> <p>Needs immediate attention</p>	<p>Azure components¹</p> <p>First call response in 15 minutes or less</p> <p>All other products and services</p> <p>- First call response in 30 minutes or less</p> <p>Senior Incident Manager² automatically assigned</p> <p>Continuous effort on a 24/7 basis³</p> <p>Rapid escalation within Microsoft to product teams</p> <p>Notification of our senior executives, as required</p>	<p>- Notification of your senior executives, as requested by us</p> <p>Allocation of appropriate resources to sustain continuous effort on a 24/7 basis³</p> <p>Rapid access and response</p> <p>Submission via phone or web</p>
<p>Severity A</p> <p>Critical business system degraded:</p> <p>Significant loss or degradation of services</p> <p>Needs attention within 30 minutes</p>	<p>First call response in 30 minutes or less</p> <p>Senior Incident Manager automatically² assigned</p> <p>Continuous effort on a 24/7 basis²</p>	<p>Allocation of appropriate resources to sustain continuous effort on a 24/7 basis³</p> <p>Rapid access and response</p> <p>Submission via phone or web</p>

¹ The listed response time for your 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.

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

³ 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.

Rapid Response

Rapid Response: Rapid Response provides accelerated reactive support for your cloud services by routing support incidents to technical experts and providing an engagement in the cloud service operations teams, as required.

To receive Rapid Response services for your Microsoft Azure components you must submit an incident through the applicable cloud service portal. Your 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.

For your Azure components, the response times for problem resolution support are listed in the table below and supersede any expected Base Package support response times. Rapid Response does not cover

Azure Media Services, Azure Stack, Azure StorSimple, GitHub AE, , Universal Print, Test base for M365, or Microsoft Mesh.

Rapid Response purchase is subject to resource availability. Please consult your customer success account manager for availability details.

Rapid Response Severity and situation	Our expected response	Your expected response
<p>Severity 1</p> <p>Critical business system down:</p> <p>Business at risk. Complete loss of a critical application or solution</p> <p>Loss of a core business process and work cannot reasonably continue</p> <p>Needs attention within 15 minutes</p>	<p>First call response in 15 minutes or less</p> <p>Continuous effort on a 24x7 basis¹</p> <p>Access to Microsoft’s experienced specialists²</p> <p>Rapid escalation within Microsoft to cloud service operations teams</p>	<p>Notification of your senior executives, as requested by us</p> <p>Allocation of appropriate resources to sustain continuous effort on a 24x7 basis¹</p> <p>Rapid access and response</p>
<p>Severity A</p> <p>Critical business system degraded:</p> <p>Significant loss or degradation of services</p>	<p>Notification of our senior executives, as required</p>	

¹ 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

² Rapid Response Problem Resolution Support services are only available in English and Japanese.

Azure Event Management

Microsoft Azure Event Management (“AEM”): AEM provides enhanced proactive and reactive support during customers’ critical planned business events.

Prior to the defined event window, the AEM team will perform an assessment of the event and solution in scope, provide recommendations to mitigate any identified risks and will be available 24x7 during the defined event coverage period.

We consider an In-scope critical business event as a point in time, customer-anticipated activity that poses a major risk/impact for the customer thus requiring higher levels of service availability and performance.

Critical Business Events examples:

- Predictable High load on an existing solution
- Deployment of a new feature to an existing Azure solution
- Deployment of a new solution to Azure
- Migration from an on-prem or other cloud provider into Azure

AEM supports critical business events that utilize core Microsoft Azure services. Each event covers a single Azure solution, if multiple Azure solutions require support, then a customer must purchase additional events. An Azure solution is defined as a set of Azure subscriptions and Azure resources that connect to a common business outcome to provide customers with products or services. AEM will evaluate the customer's solution during the pre-event assessment period and communicate identified risks in writing to the customer.

As part of the pre-event activities, AEM will:

- Assess and familiarize itself with your solution.
- Identify possible issues and risks affecting uptime and stability.
- Perform capacity and resiliency reviews on Azure platform.

AEM will provide written documentation of the results of its assessment including actions to mitigate possible risks affecting uptime and stability.

Critical business events may receive up to five (5) calendar days of consecutive event coverage; customers may choose to purchase as many critical business events as required to run consecutively and cover the entire duration of the anticipated demand if longer than five (5) consecutive calendar days.

Azure Event Management is subject to resource availability, please consult your customer success account manager for availability details. 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. AEM is subject to cancellation if the customer is not able to provide adequate resources or responses throughout the AEM service delivery.

AEM is only available for customers who have solutions in Azure Public Cloud. AEM is not available for customers who have Azure government or sovereign cloud environments. AEM delivery is only available in English and offers no local language support services.

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
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<p>Severity 1</p> <p>Critical business system down:</p> <p>Business at risk. Complete loss of a critical application or solution</p> <p>Loss of a core business process and work cannot reasonably continue</p> <p>Needs attention within 15 minutes</p>	<p>First call response in 15 minutes or less and rapid escalation within Microsoft²</p> <p>Critical situation resource assigned in 30 minutes or less. Continuous effort on a 24x7 basis¹</p> <p>Access to Microsoft experienced specialists and rapid escalation within Microsoft to product teams</p>	<p>Notification of your senior executives, as requested by us</p> <p>Allocation of appropriate resources to sustain continuous effort on a 24x7 basis¹</p> <p>Rapid access and response</p>
<p>Severity A</p> <p>Critical business system degraded:</p> <p>Significant loss or degradation of services</p>	<p>Engagement of support engineers who have knowledge of your solution configuration. Where applicable, those engineers may assist and streamline the incident management process</p> <p>Notification of our senior executives, as required</p>	

¹ 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.

² 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.

Office 365 Engineering Direct

Office 365 Engineering Direct: Provides enhanced support for the core workloads of your Microsoft Office 365 production tenant or tenants that includes prioritized access to the Office 365 engineering team. This service will be available for the listed tenant or tenants, is available for an additional fee and is defined in an Exhibit referenced in your Work Order.

Developer Support

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. Developer Support delivers comprehensive support providing customers with cloud architecture, vulnerability assessments, ALM/DevOps solutions, security development lifecycle, code reviews, performance and monitoring, application modernization, internet of things (IoT) implementation and management, training, and testing. Developer Support is available for an additional fee.

GitHub Engineering Direct

GitHub Engineering Direct: Provides customers with priority access to a designated GitHub support team and a named GitHub Customer Reliability Engineer (CRE). In addition, quarterly reviews, including proactive guidance based on health checks and ticket analysis, are part of the GitHub Engineering Direct offer.

Support for Mission Critical

Support for Mission Critical: Provides a higher level of support for a defined set of Microsoft products and Online Services that make up a part of your mission critical solution, as specified on your Work Order. Support for Mission Critical (SfMC) provides a customized program of support services, is available for an additional fee and is defined in an Exhibit referenced in your Work Order. You must have a current Microsoft Unified Support services agreement to support your SfMC services. If your Microsoft Unified Support services agreement expires or is terminated, your SfMC service will be terminated on the same date.

Azure Engineering Direct

Azure Engineering Direct: Azure Engineering Direct (AED) provides enhanced support for the core workloads of the customer's Microsoft Azure production environment that includes prioritized access directly to the Azure Services engineering team.

The goal of AED is to accelerate customer's time-to-value for enrolled Azure services through AED's presence in the core engineering organization, strong technical skillset, and deep knowledge of the customer. This enables AED to advocate for the customer within engineering and deliver a tailored experience to better meet their technical business needs.

This enhanced support service will be available for only the resource IDs that are associated with the enrolled subscription(s) as described and defined in an Exhibit referenced in your Work Order at time of execution. You must have current Microsoft Unified Support services and Azure Rapid Response agreements to support your AED services. If your Microsoft Unified Support services or Azure Rapid Response agreements expires or is terminated, your AED service will be terminated on the same date.

Cybersecurity Enhanced Solutions

Cybersecurity Enhanced Solutions provides specialized cybersecurity-related assistance under both reactive and proactive scenarios ("Cybersecurity Support Services"). These services help to reduce the risk of targeted cyber-attacks, better prepare for security crisis situations or investigate and contain an active security compromise. Additional details related to Cybersecurity Support Services can be provided through your Customer Success Account Manager (CSAM).

Cybersecurity Support Services may be purchased as one or more of the pre-defined offerings below. When sold as a block of hours as part of a pre-defined offering, Cybersecurity Support Services hours are then deducted from your total purchased hours as they are utilized and delivered.

Cybersecurity Support Services are identified as proactive or reactive. Regardless of how proactive Cybersecurity Support Solutions are purchased, 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.

Service-specific prerequisites and limitations

- You must have a current Microsoft Unified Support services agreement to support your Cybersecurity Support Services. If your Microsoft Unified Support services agreement expires or is terminated, your Cybersecurity Support Services will be terminated on the same date.
- All Cybersecurity Support Services are a minimum of five (5) days in duration, with the exception “Workshop-Security Crisis & Response Exercise”, which is three (3) days) and “Cybersecurity Incident Response 1-day Remote” that is a one-day, 32-hour service. Additional days may be required to complete the engagement. Microsoft will work with the customer to determine the additional days needed, to be purchased in quantities of five (5) day increments (eight (8) hours per day).
- Cybersecurity Support Services are available during business hours (defined as 08:00 to 17:00, excluding holidays and weekends).
- Cybersecurity Support Services support the specific Microsoft products and technologies selected by you and listed in your Work Order.
- Cybersecurity Support Services are delivered for a single support location in the designated support location identified in your Work Order.
- Cybersecurity Support Services are delivered remotely unless sold as onsite or agreed otherwise in advance in writing. Where onsite visits are mutually agreed upon and not pre-paid, we will bill you for reasonable travel and expenses.
- Cybersecurity Support Services are delivered in English language only.
- Microsoft relies upon the ability to examine Customer’s endpoints for presence of adversary activity using tools described below (including Microsoft proprietary systems). Microsoft’s ability to achieve the customer’s objectives is dependent upon the customer to properly and fully deploy these tools. The need for additional tools may be dictated by information discovered during the engagement.

Cybersecurity Support Services will be provided to you by a team of Microsoft support resources that may include:

- Your Unified Support Customer Support Account Manager (“CSAM”);
- A team of Microsoft Security Experts (“Engineers”) with deep knowledge of cybersecurity and incident response; and
- Specialized Microsoft Customer Engineers in extenuating circumstances, where specific skillsets may be needed.

How to Engage:

- For reactive scenarios:
 - o Open a reactive support case via web portals or phone, noting a potential security incident
 - o Initial investigation will be performed and, if necessary, a full investigation of the environment may be recommended.
 - o Microsoft will use different strategies and methodologies to complete the reactive services depending on the nature of the incident. Microsoft will consult with Customer at the outset of the investigation to identify initial objectives and regularly thereafter throughout the engagement to discuss updates to those objectives and other investigation decisions. Customer will make any material decisions on investigation strategy. Microsoft reactive services may include Microsoft conducting the activities identified in the table below, however Customer acknowledges and agrees that in providing the reactive services, Microsoft may modify its approach as appropriate to assist Customer in investigating a potential security incident:

Service	High-Level Scope ('Areas within Scope')
<p>Cybersecurity Incident Response</p>	<p>Remote, reactive investigation of on-premises Windows environments following a security incident. Assessment includes workstations, servers and domain controllers, as well as Linux environments at the engagement team’s sole discretion.</p> <p>Assessment provides:</p> <ul style="list-style-type: none"> • Threat hunt and forensic analysis of machines of interest • Reverse engineering suspicious files • Custom threat intelligence • Security configuration assessment of Active Directory • Guidance on containment steps in active attack scenarios, if applicable <p>• Also available as “Cybersecurity Incident Response 1-day Remote,” which is a single-day engagement with the same scope and activities with the same 4-person team size for 8-hours only duration. May be purchased in advance on retainer.</p> <ul style="list-style-type: none"> • <i>Note: Onsite support available if customer purchases as “Cybersecurity Incident Response – Onsite” and dependent on resource availability.</i>
<p>Office 365 – Incident Response</p>	<p>Remote, reactive investigation of Office 365/Azure AD (AAD) environments, including a single O365 tenant following a security incident.</p> <p>Assessment provides:</p> <ul style="list-style-type: none"> • Investigation of suspected users and potentially compromised accounts • Investigation of key data points across O365 services • Security components assessment of O365 Architecture • Risk management recommendations to protect O365 services • Custom threat profile of high-risk users • Guidance on containment steps in active attack scenarios, if applicable
<p>Cybersecurity Operations Service</p>	<p>Remote, proactive compromise assessment and security posture review. Assessment includes workstations, servers and domain controllers supported by Defender for Endpoint (MDE) and Defender for Identity (MDI).</p> <p>Assessment provides:</p> <ul style="list-style-type: none"> • Limited forensic analysis of machines of interest • Analysis of suspicious files • Custom threat intelligence • Security configuration assessment of Active Directory
<p>Workshop – Security Crisis & Response Exercise</p>	<p>Remote, proactive workshop, providing a three (3)-day interactive classroom experience to understand security crisis situations and how to respond in the event of a security incident.</p>

Deliverables

For "Workshop – Security Crisis & Response Exercise":

- A digital participant workbook

For all other deliveries:

- Upon request, an "outbrief" document in Microsoft PowerPoint format, prepared by the delivery team, summarizing key investigative findings, which may include assessment of risk and/or recommendations for remediation.
- An outbrief presentation to Customer verbally to communicate items described in the outbrief.
- If technically feasible and supporting data exists, a timeline document identifying and documenting the location of relevant supporting data and files analyzed during the course of the engagement.

Also provided by "Cybersecurity Incident Response" and "Cybersecurity Operations Service":

- A Microsoft PowerBI dashboard showing technical information concerning findings, except in rare circumstances when it cannot be generated for technical reasons.

Deliverables (as defined above) will be delivered within the ten (10) calendar days following the conclusion of the Cybersecurity Incident Response engagement, unless Customer chooses not to accept the Deliverables. The Customer's choice not to accept the Deliverables is no fault of Microsoft under any circumstances, and any obligation of Microsoft to deliver said Deliverable(s) expires 10 calendar days after the final day of the engagement, unless otherwise mutually agreed by Microsoft and Customer.

Services Out of Scope

Microsoft will perform the Cybersecurity Support Services with professional care and skill; however, nothing in the Agreement serves as a guarantee that the Cybersecurity Support Services will detect or identify all security or network threats, vulnerabilities or intrusions, decrypt or recover data, restore operations or return control of a Customer's systems where unauthorized access or control has occurred. Any area not explicitly listed in "Areas Within Scope" is out of scope. Out of scope areas for Cybersecurity Support Services include, but are not limited to, the following:

- Analysis of Networking equipment
- Comprehensive analysis of endpoints running legacy (unsupported) operating systems
- Decryption support for encrypted files or hosts, including providing custom decryptors
- Attribution of attacker including the identity, motives, or origin
- Product licenses (Microsoft or non-Microsoft), except product trials, subject to availability
- Hardware used during analysis
- Constant, or continuous, security monitoring, monitoring after the Work Order has concluded and/or monitoring outside of standard business hours, 8 a.m. to 5 p.m. Pacific Standard Time (or other time zone as mutually agreed).
- Source code review
- Technical and/or architectural IT systems design
- Litigation assistance or support services, including expert testimony or any work to meet evidentiary standards for legal admissibility in a court of law

- Business application security
- Project management of individual projects
- Testing activities
- Asset discovery and inventory
- Preparation of RFI or RFP documents for individual project initiatives that may be identified in the process of this engagement
- Provision of any regulated service or activities. Microsoft is not licensed or certified in any country, state, or province as a private investigator, legal advisor, or auditor and is not being retained to provide regulated investigatory services, legal advice, audit or internal control advisory services or engineering services that would require special licenses.
- Weekend work, unless directed and approved by the Engineer's Delivery Manager

Customer Responsibilities

- Provide cloud-only Azure AD accounts with Global Administrator permissions, as needed.
- An operational solution to remotely deploy the required tools for the Incident Response engagement (e.g., SCCM, Active Directory GPO, or other).
- Deployment of specialized analytics tools, indicated and provided by the Microsoft Cybersecurity Support Services delivery team. Tools required for each respective engagement will be detailed by the delivery team, and Customer will (1) perform testing to ensure that the tools do not affect the reliability or availability of any Customer devices and (2) install the tools in accordance with the scope provided by Microsoft.
- Customers should independently validate whether Microsoft Cybersecurity Support Services are covered by their insurance policy, if applicable.
- If Customer requests that Cybersecurity Support Services be performed in Customer's production environment or with production data, then prior to Microsoft working in this environment and/or with this data, Customer must (1) provide Microsoft with adequate instructions and Customer supervisory resources for interfacing with this environment and/or data and (2) ensure that it has a valid backup of the environment and/or data.
- Full empowerment for security incident responders to fully perform the forensic investigative processes and procedures it employs as part of its standard protocols, free of encumbrances created by third-parties, such as other incident response vendors. Any failure by Customer to fully empower Microsoft to perform its work may result in delays of service or inadequate outcomes.
- For the Security Crisis & Response Exercise or any other Cybersecurity Response Services, Customer agrees that any materials, deliverables or recordings produced as a result of this exercise will be treated as confidential information, used for the Customer's internal business purposes only and will not be distributed, displayed or otherwise transferred to any third party without Microsoft's prior written consent. Additionally, Customer will not alter, remove or obscure any notices, including intellectual property right notices, in or on said material.

2.4 Multi-country Support

Multi-country Support Services Overview

In conjunction with Microsoft Unified Enterprise Support services, Multi-country Support provides support to you in multiple Support Locations, as described in your Work Order (or Work Orders). The description of the Multi-country Support structure follows:

- **Host:** This is the Support Location where you have contracted for Microsoft Unified Support Base in your Work Order.
- **Downstream:** This is a Support Location designated in your Work Order where you are to receive Microsoft Unified Enterprise Support services, other than the Host location, and are entitled to the services you purchase for that location.

How to Purchase

This USSD describes the Multi-country Support services available. The specific services and related quantity, if applicable, will be listed in the associated Work Order by Support Location.

The Services described herein may be delivered to your Support Location(s) designated in the Host Work Order and, as may be, allocated by the Host, as part of your Microsoft Unified Enterprise Support agreement with the following modifications:

- **Base Package Services:** Unless noted otherwise, Base Package Services (those denoted with a "✓") will be available to your designated Support Locations or as allocated to Support Location(s) by the Host on the Host Work Order.
 - **Reactive Services:** Reactive Services may be provided remotely to locations other than and including the Host.
 - **Service Delivery Management (SDM):** As designated in your Work Order, SDM may be delivered to designated Host and Downstream Support Location(s). The availability of SDM services that are included in your Base Package will be allocated by the Host and managed by the Host customer success account manager. SDM delivery will be limited to the business hours of the Host location. Additional SDM services may be required when purchasing additional services or enhanced services and solutions.
 - **Additional SDM:** Additional SDM resources may be purchased for the Host or Downstream Support Location(s), as indicated in a Work Order, and will be delivered to the designated Support Location. Subject to resource availability and the above.

Availability of optional services (those denoted with a "+" in the Support tables above) are as follows:

- **Proactive Services**
 - You may be provided Proactive Services, the quantity of which will be listed on your Work Order and available in the Support Location(s) designated in your Work Order,
 - Proactive Services for Tax exception location will be identified in the Work Order for that downstream agreement.
- **Maintenance Services – Root Cause Analysis:** Services purchased will be available to staff in designated Support Location(s).
- **Support Technology Advisor (STA):** STA services will be available in the Support Location(s) designated in your Work Order, other than Exception Countries, and are subject to resource availability.
- **Enhanced services and solutions:** All enhanced services and solutions may be purchased for use in either Host or Downstream Support Locations. Subject to availability. Other restrictions may apply.
- Other purchased support services will be available in the Support Location(s) designated in your Work Order.

Multi-Country Support Additional Terms and Conditions

In addition to those terms and conditions outlined herein and your Work Order, our delivery of services, as outlined herein, is based upon the following prerequisites and assumptions:

- We may allow staff in non-designated support location(s) to participate in remote Proactive Services that have been purchased for the Host or a Downstream Support Location and designated in the Work Order. Such participation will be allowed at the discretion of Microsoft.
- Proactive Credits can only be exchanged between Host and Downstream Support Locations listed on your Work Order, except as noted. All exchanges will be completed based on current currencies and rates for Proactive Credits in the respective Support Locations. Current rates can be provided by your Microsoft Services representative. Any exchanges resulting in fractional Proactive Credits will be rounded up to the nearest unit. Proactive Credits may not be exchanged to or from Exception Countries.
- The Customer shall be solely responsible for any tax obligations that arise because of the distribution or exchange of purchased support services between Host and Downstream Support Location(s).
- Services changes or exchanges made during the Term of Work Order may require agreement in writing.
- **Billing Consolidation:** Unless otherwise noted, a single invoice will be issued for the amount due, inclusive of all Services for all Support Locations indicated on your Work Order. Taxes will be based on an assessment of the Microsoft Signatory and your Host Location. The Customer shall be solely responsible for any additional taxes due.
- **Exceptions to Billing Consolidation:** Services purchased for delivery in the Republic of India, the People's Republic of China, the Republic of China (Taiwan), the Republic of China (Hong Kong), the Republic of Korea, Japan, New Zealand, Macau and Australia (**all Exception Countries**) must each have a separate Work Order listing the Services to be delivered in that Support Location. Services will be invoiced to the respective Support Location and will include any applicable local tax.

2.5 Additional terms and conditions

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

- Base Package reactive 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 set forth in writing.
- 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.
- We provide support for all versions of commercially released, generally available Microsoft software and Online Services products that you have purchased 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 at <http://microsoft.com/licensing/contracts> (or at a successor site that Microsoft identifies), unless otherwise set forth in a Work Order, an Exhibit to this Unified Enterprise Support

Services Description, or specifically excluded on your online support portal at <http://serviceshub.microsoft.com>.

- Support for pre-release and beta products is not provided, except as otherwise noted in an attached exhibit.
- All services, including any additional services purchased 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 is dependent upon the availability of resources and workshops may be subject to cancellation if minimum registration levels are not met.
- We can access your system via remote connection to analyze problems at your request. Our personnel will access only those systems authorized by you. To utilize remote connection assistance, you must provide us with the appropriate access and necessary equipment.
- Some services may require us to store, process, and access your customer data. When we do so, we use Microsoft-approved technologies which comply with our data protection policies and processes. If you request that we use technologies not approved by Microsoft, you understand and agree that you are solely responsible for the integrity and security of your customer data and that Microsoft assumes no liability in connection with the use of non-Microsoft-approved technologies.
- If you request cancellation of a previously scheduled service, Microsoft may choose to deduct a cancellation fee of up to 100 percent of the price of the service; if the cancellation or rescheduling was done with less than 14 days' notice prior to the first day of delivery.
- When purchasing additional services, we may require the inclusion of service delivery management to facilitate delivery.
- If you ordered one type of service and wish to exchange it for another type of service, you may apply equivalent value to an alternative service where available and agreed with your service delivery resource.
- Not all additional services may be available in your country. Please contact your service delivery resource for details.
- You agree that the only non-Microsoft code to which you provide us access to is 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.
- When providing Reactive services, Microsoft does not provide code of any kind, other than sample code.
- Customer will assume all responsibility for, and risks associated with, implementing and maintaining any code provided in the performance of support services.
- There may be minimum platform requirements for the services purchased.
- 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 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 available at https://aka.ms/github_privacy and the GitHub Data Protection Addendum and Security Exhibit located at https://aka.ms/github_dpa will apply to your procurement of GitHub Support Services.
- Additional prerequisites and assumption may be set forth in relevant Exhibits.

2.6 Your responsibilities

Optimizing the benefits of your Microsoft Unified Support services is contingent upon you fulfilling the following responsibilities, in addition to those set forth in any applicable exhibits. Failure to comply with the following responsibilities may result in delays of service:

- You will designate a named support services administrator who is responsible for leading your team and managing all of your support activities and internal processes for submitting support incidents requests to us.
- If you purchase Multi-country Support Services, you will be required to designate a named support services administrator for your Host Support Location who is responsible for leading your local team and managing all your local support activities and internal processes for submitting support incident requests to us. And you may be required to designate a named support services administrator in other Support Locations.
- You can designate named reactive support contacts, as needed, who are responsible for creating support requests through the Microsoft support website or by phone. Cloud administrators for your cloud-based services may also submit cloud support requests through the applicable support portals.
- For online services support requests, Cloud administrators, for your cloud-based services, must submit support requests through the applicable online service support portal.
- When submitting a service request, your reactive support contacts should have a basic understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Microsoft in diagnosing and triaging the problem. These contacts should also be knowledgeable about the supported Microsoft products and your Microsoft environment to help resolve system issues and to assist Microsoft in analyzing and resolving service requests.
- When submitting a service request, your reactive support contacts may be required to perform problem determination and resolution activities, as requested by us. These may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.
- You agree to work with us to plan for the utilization of services, based upon the services you purchased.
- You agree to notify us of any changes to the named contacts designated in your Work Order.

- You are responsible for backing up your data and for reconstructing lost or altered files resulting from catastrophic failures. You are also responsible for implementing the procedures necessary to safeguard the integrity and security of your software and data.
- You agree, where possible, to respond to customer satisfaction surveys that we may provide from time to time regarding the services.
- You are responsible for any travel and expenses incurred by your employees or contractors.
- You may be asked by your service delivery resource to fulfill other responsibilities specific to the service you purchased.
- 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.
- You agree to submit requests for Proactive services and enhanced services and solutions, along with any necessary or applicable data, no later than 60 days prior to the expiration date of the applicable Work Order.
- You agree to provide our service delivery team required to be onsite with reasonable telephone and high-speed Internet access and access to your internal systems and diagnostic tools, as applicable.

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ATTACHMENT SP

Service Provider Supplemental Attachment

This attachment is part of the agreement between Microsoft Corporation and the County of San Mateo.

I. CONTRACT DOLLAR AMOUNT

In no event shall total payment for services under this Agreement exceed Fifty-Five Thousand, Four Hundred Seventy-Seven Dollars (\$55,477).

II. AVAILABILITY OF FUNDS

County may immediately terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of funding.

III. EQUAL BENEFITS ORDINANCE

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

IV. EMPLOYEE JURY SERVICE

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

V. HISTORY OF DISCRIMINATION

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

VI. LIMITATION OF LIABILITY

Contractor agrees to be liable to County and its employees and agents for any and all fully-adjudicated claims, damages, and liability in any way occasioned by or arising directly out of the gross negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, specifically referenced in this Service Provider Supplemental Attachment, provided that Contractor's total liability will be limited to direct damages up to the amount of 150% of the dollar amount set forth in Section 1 of this Attachment SP.

VII. COMPLIANCE WITH LIVING WAGE ORDINANCE

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

VIII. ELECTRONIC SIGNATURE

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IX. CALIFORNIA PUBLIC REQUESTS ACT

Nothing in this Agreement shall prevent Customer from complying with legal obligations to disclose information, including Confidential Information, pursuant to the California Public Records Act, (California Government Code section 6250 et seq.), a valid subpoena or court order, or other applicable legal authority.