

## Exhibit B

### Microsoft Premier Support Services Description

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


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

#### Customer Invoice Information

Name of Customer	Contact Name (This person receives invoices under this Services Description unless otherwise specified on Your purchase order.)	
Name of Customer or Affiliate that executed the Agreement if different than the undersigned		
Street Address	Contact E-mail Address	
City	State/Province	Phone
Country	Postal Code	Fax

#### Invoicing

Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description. We must be in receipt of a purchase order, check, or other acceptable form of payment before We will begin providing Services. We will invoice You for additional Services performed and expenses incurred. Our invoices are payable within 30 days of receipt by You and will be directed to Your representative for payment at the address shown above unless otherwise provided in a purchase order. Notwithstanding the foregoing, multi-year Service Descriptions will be invoiced upon Our acceptance of this Services Description for year one and the remaining installments will be invoiced at the subsequent anniversaries of the Commencement Date as defined on the Fee and Named Contacts Schedule(s). We reserve the right to adjust Our fees prior to entering into any new Fee and Named Contacts Schedule(s), subject to the terms of the Agreement and pricing in Exhibit D.

#### Term

This Services Description will commence on \_\_\_\_\_ and will expire on \_\_\_\_\_ (the "Expiration Date") or the date We conclude the Services, which ever is later.

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

Customer

Microsoft Affiliate

Name of Customer (please print)	Name
	<b>Microsoft Corporation</b>
Signature	Signature
Name of person signing (please print)	Name of person signing (please print)
Title of person signing (please print)	Title of person signing (please print)
Date	Date

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

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

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

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

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

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

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

**2.1 Support Account Management.** Support Account Management services are intended to help coordinate the support and services relationship. The TAM is your advocate within Microsoft and facilitates a team that can provide Workshops, Problem Resolution Support, and Support Assistance. The Services Resource also serves as the point of information delivery and provides your feedback regarding the Services to other Microsoft groups. The TAM can also provide the following services which will not be deducted from the pre-paid hours listed in the Fee and Named Contacts Schedule(s):

- a. Planning and Resource Facilitation. At the commencement of this Service Description, an orientation and planning session can be conducted with your management and staff via teleconference or onsite if an onsite visit has been purchased. The purpose of this meeting is to discuss the Services available, gather input regarding Your support needs, and jointly plan Your use of the Services.
- b. Status Meetings and Reporting. A status report can be prepared on a regular basis, to summarize the Services delivered during the previous reporting period. Status meetings will be conducted to

discuss Service activities, monitor Your satisfaction levels, and discuss actions or adjustments that may be required. Customized reporting can be provided at your request and any additional related labor will be deducted from your Support Assistance hours.

- c. **Escalation Management.** Support issues that require escalation to other resources within Microsoft can be closely managed by the Services Resource to expedite resolution.

**2.2 Workshops** Workshops are designed to reduce the number and minimize the impact of problems related to Microsoft products experienced by you. Workshops can include the following:

- a. **Workshops.** We can conduct instructor-led training sessions that emphasize Microsoft technologies at Your facility or on location at Microsoft. If you elect to have a Workshop conducted at Your facility, We will provide You with specifications for configuring Your environment prior to the delivery of the Workshops. Workshops are individually scoped and priced depending upon the length, delivery location and material presented. Your Services Resource can provide You with a current list of available Workshops.
- b. **Premier Events.** We can provide broad and deep technical development-focused presentations, combined with hands-on labs that provide training and facilitate your implementations of Microsoft technologies. These events provide the opportunity to interact with Microsoft product groups. Premier support development resources and marketing contacts. Your Services Resource (TAM) can provide you with notification of scheduled events.

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

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

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

Severity	Situation	Our Expected Response	Your Expected Response
1 Submission via phone only	<ul style="list-style-type: none"> <li>• Catastrophic business impact:</li> <li>• Complete loss of a core (mission critical) business process and work cannot reasonably continue</li> <li>• Needs immediate attention</li> </ul>	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> call response in 1 hour or less</li> <li>• Our Resources at Your site as soon as possible.</li> <li>• Continuous effort on a 24x7 basis</li> <li>• Rapid Escalation within Microsoft to Product teams</li> <li>• Notification of Our Senior Executives</li> </ul>	<ul style="list-style-type: none"> <li>• Notification of Your Senior executives</li> <li>• Allocation of appropriate resources to sustain continuous effort on a 24x7 basis<sup>2</sup></li> <li>• Rapid access and response from change control authority</li> </ul>

<p>A Submission via phone only</p>	<ul style="list-style-type: none"> <li>• Critical business impact:</li> <li>• Significant loss or degradation of services</li> <li>• Needs attention within 1hour</li> </ul>	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> call response in 1 hour or less</li> <li>• Our Resources at Your site as required.</li> <li>• Continuous effort on a 24x7 basis</li> <li>• Notification of Our Senior Managers</li> </ul>	<ul style="list-style-type: none"> <li>• Allocation of appropriate resources to sustain continuous effort on a 24x7 basis<sup>2</sup></li> <li>• Rapid access and response from change control authority</li> <li>• Management notification</li> </ul>
<p>B Submission via phone or web</p>	<ul style="list-style-type: none"> <li>• Moderate business impact:</li> <li>• Moderate loss or degradation of services but work can reasonably continue in an impaired manner.</li> <li>• Needs attention within 2 Business Hours<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> call response in 2 hours or less</li> <li>• Effort during Business Hours<sup>1</sup> only</li> </ul>	<ul style="list-style-type: none"> <li>• Allocation of appropriate resources to sustain Business Hours<sup>1</sup> continuous effort</li> <li>• Access and response from change control authority within 4 Business Hours<sup>1</sup></li> </ul>
<p>C Submission via phone or web</p>	<ul style="list-style-type: none"> <li>• Minimum business impact:</li> <li>• Substantially functioning with minor or no impediments of services.</li> <li>• Needs attention within 4 Business Hours<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> call response in 4 hours or less</li> <li>• Effort during Business Hours<sup>1</sup> only</li> </ul>	<ul style="list-style-type: none"> <li>• Accurate contact information on case owner</li> <li>• Responsive within 24 hours.</li> </ul>

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

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

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

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

b. Rapid Onsite Support Services (ROSS). You can request emergency on-site support as an additional billable service. Our ability to provide emergency onsite support is subject to Our resource availability, and the tasks performed will vary depending on the situation, environment, and business impact of the issue.

c. Software Assurance Benefits. You may elect to convert Your Software Assurance 24x7 Problem Resolution Support Incidents (SA PRS Incidents) to Premier Problem Resolution Support (PPRS) hours or incidents for use consistent with your Premier Service plan at the time of transfer. The conversion rate is defined in Exhibit D to the Master Services Agreement under “Software Assurance Incidents”. You may purchase additional Support Account Management hours before converting SA PRS incidents/hours if needed. All SA PRS Incidents You transfer are subject to this Services Description.

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

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

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

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

- Errors caused by your networking infrastructure, hardware, non-Microsoft software, operational procedures, architecture, IT service management process, system configuration or human error.
  - Multi-vendor coordination interoperability problems. Upon Your request, We will collaborate with third-party software suppliers to help resolve complex multi-vendor product interoperability issues.
- b. Reviews. Each review is individually scoped and estimated prior to scheduling resources and a written report is produced to document findings and recommendations. In order for us to complete reviews during the term of this Services Description, all requests for reviews and the applicable data must be submitted to us no later than 60 days prior to expiration date of the Services Description set forth on the cover page. Reviews to address design, development, deployment and supportability issues including the following;
- Supportability Review is an assessment of a current implementation or planned implementation of a specific system, migration, or upgrade and may include recommendations for a more supportable environment.
  - Technology Architecture Reviews examine the alignment and planned deployment of technology intended to address your business goals or problems with a focus on determining how our technology offerings best fit within your overall technology architecture.
  - Application Design Reviews examine application or product component architecture, focusing on the design or components for deployment in a multi-tiered architecture model. This review specifically addresses issues including compliance with our component design guidelines, effective distributed component communication techniques, and efficient use of runtime services.
  - Code Reviews examine the specific, critical software components in your applications for existing or expected problems. We will work with you to choose the appropriate components for analysis.
  - Custom Reviews that can be crafted to meet your specific needs as they relate to the use of our technologies.
- c. Development Support Assistance. Development Support Assistance helps You in Your creation and development of internal applications on the Microsoft platform that integrate Microsoft technologies. Development Support Assistance specializes in Microsoft development tools and technologies.
- d. Lab Access. Microsoft can provide You with access to a lab facility to assist You with product development, benchmarking and testing, prototyping, and migration activities on Microsoft products. These facilities must be scheduled in advance and are subject to availability.
- Application Performance Benchmarking can assist in evaluating application performance and identify performance bottlenecks. The lab facilities can also be used to evaluate scalability limitations based on specific objectives.
  - Prototyping can assist in building proof-of-concept scenarios or workarounds in order to validate implementation of Microsoft Technology.
  - Porting and Migration assistance can help devise strategies for porting and migrating applications and data to Microsoft technologies. The lab facilities can be used to validate specific techniques and identify potential problem areas.

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

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

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

**2.6 Additional Services.** You may request changes or additions to this Services Description at any time. Additional Services that are available for purchase, and the specific terms and conditions applicable to those Services, may be set forth in this Services Description, as specified in Exhibit D to the MSA agreement. Additional Services will be invoiced at the prevailing price at the time the Services are rendered, as specified in Exhibit D to the MSA agreement. If you purchase additional Problem Resolution Support hours or convert Software Assurance hours to Problem Resolution Support hours, you may purchase additional Services Management hours if needed,. Prior to delivering additional Services, We must be in receipt of a purchase order, check or other acceptable form of payment.

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

- a. All Services will be provided remotely to your locations in the United States unless otherwise set forth in an Exhibit to this Services Description. Where onsite visits are mutually agreed and not pre-paid, You will be billed for reasonable travel and living expenses.
- b. All Services will be provided in the English language unless otherwise agreed to by You and Us in writing or in an Exhibit to this Services Description.
- c. We will provide support for all United States versions of commercially released generally available Microsoft products unless otherwise set forth in an Exhibit to this Services Description or specifically excluded on the Premier online website. Support for those Microsoft products that have entered the Extended Support Phase , as defined on the Premier online website, will be charged. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Phase of support unless You have purchased such support in an Exhibit to this Services Description.
- d. Support for pre-release products is not provided except as otherwise provided in an attached Exhibit.
- e. All Services, including any additional Services purchased during the term of a Fee and Named Contacts Schedule(s) shall be forfeited if not utilized during the term of the applicable Fee and Named Contacts Schedule(s).
- f. Support Assistance is dependent upon the availability of resources.
- g. We can access Your system via remote dial-in to analyze problems at Your request. Our personnel will access only those systems authorized by You. We may provide You with software to assist with problem diagnosis and/or resolution. Such software is Microsoft's property and must be returned to Us promptly upon request. In order to utilize remote dial-in assistance, You must provide Us with the appropriate access and necessary equipment.
- h. You must have access to the Internet in order to take advantage of Internet-based services.
- i. Additional Prerequisites and Assumption may be set forth in relevant Exhibits.
- j. When purchasing Problem Resolution Support, a corresponding quantity of Support Account Management may be needed to facilitate delivery of your Problem Resolution Support if escalated to the TAM. If you purchase additional Problem Resolution Support, Support Assistance, or if you convert Software Assurance hours to Problem Resolution Support hours or incidents, you may purchase additional Support Account Management if needed.

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

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

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

- a. **Pre-existing Work.** All rights in any computer code or materials developed or otherwise obtained by or for Us or Our affiliates, or You or Your affiliates independently of this Services Description (“Pre-existing Work”) shall remain the sole property of the Party providing the Pre-existing Work. During the performance of the Services for this Services Description, each Party grants to the other Party (and Our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the other Party solely for the performance of such Services. We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) Our Pre-existing Work in the form delivered to You for Your internal business operations without any obligation of accounting or payment of royalties. Your licenses to Our Pre-existing Work are conditioned upon Your compliance with the terms of the Agreement and this Services Description and the perpetual license applies solely to Our Pre-existing Work that is left to You at the conclusion of Our performance of the Services.
- b. **Materials.** All rights in any materials developed by Us (other than software code) and provided to You in connection with the Services (“Materials”) shall be owned by Us except to the extent such Materials constitute Your Pre-existing Work. Upon payment in full, We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for Your internal business operations and without any obligation of accounting or payment of royalties. You may sublicense the rights granted herein to Your Affiliates. All rights not expressly granted, are reserved.
- c. **Sample Code.** We grant You a nonexclusive, perpetual, royalty-free right to use and modify any

software code provided by Us for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that You agree: (i) to not use Our name, logo, or trademarks to market Your software product in which the Sample Code is embedded; (ii) to include a valid copyright notice on Your software product in which the Sample Code is embedded; and (iii) to indemnify, hold harmless, and defend Us and Our suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of the Sample Code.

- d. **Open Source License Restrictions.** Because certain third party license terms require that computer code be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge (collectively, "open source license terms"), the license rights that each Party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to open source license terms.

Furthermore, each Party warrants that it will not provide or give to the other Party computer code that is governed by open source license terms.

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

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

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

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

*(Microsoft Affiliate to complete)*  
**Premier Support  
Services Description No.**

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**") by and between the customer or its affiliate ("**You**") as specified on the Services Description and the Microsoft affiliate ("**We**," "**Us**," or "**Our**") as specified on the Services Description. The terms of the Agreement, including Exhibits, the Services Description, and applicable Exhibits to the Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description.

*Term*

This Schedule will commence on \_\_\_\_\_ and will expire on \_\_\_\_\_ (the "expiration date").

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

<b>Description of Services</b>
<ul style="list-style-type: none"><li>• Support Account Management Included</li><li>• Up to 40 hours Support Assistance Support</li><li>• Up to 120 hours for Problem Resolution Support</li><li>• Unlimited User Access to Premier Online Website</li></ul>
<b>Total Due From Customer: \$?????</b>

**2. MICROSOFT CONTACT**

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

<b>Microsoft Contact Name:</b>
Address: Microsoft Corporation (Attn: Richard Treadway) _____ 8050 Microsoft Way AP2/1610 _____ Charlotte, NC 28273 _____
Phone: (980) 776-9993
Email: richt@microsoft.com
Facsimile: (425) 708-5164

**3. CUSTOMER NAMED CONTACTS**

**a. Premier Customer Named Contacts: (Renewing customers only fill in if changes to current contacts)**

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

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

