**Outsourced Services Statement of Work**

**Addresses and contacts for notices**

|  |  |
| --- | --- |
| **Microsoft** | **Supplier** |
| Company name: Microsoft Corporation | Company name: MAQ Software |
| Primary contact: v-adholiya@microsoft.com | Primary contact: Arpita Agarwal |
| Address: 1 Microsoft Way, Redmond, WA 98052 | Address: 2027, 152nd Ave NE, Redmond, WA 98052 |
| Phone number: <Place holder for Primary Contact Phone Number> | Phone number: +1 (425) 444 8809 |
| Email: v-adholiya@microsoft.com | Email: [arpita@maqsoftware.com](mailto:arpita@maqsoftware.com) |
| Secondary contact: v-ndamor@microsoft.com | Secondary contact: [msaccount@maqsoftware.com](mailto:msaccount@maqsoftware.com) |
|  | Microsoft Supplier Number: 2121016 |

|  |  |
| --- | --- |
| **SOW Effective Date:** | 11/01/2024 |
| **SOW Expiration Date:** | 12/31/2024 |
| **Contract ID for MOSA:** | MMSA: 7413756 |

**Agreed and accepted**

|  |  |
| --- | --- |
| **Microsoft** | **Supplier** |
| Signature: | Signature: |
| Name: | Name: Arpita Agarwal |
| Title: | Title: Principal Consultant |
| Date: | Date: |

This SOW executed pursuant to the Master Outsourced Services Agreement (“*Agreement*”) dated July 17th, 2022 between Microsoftand Supplier, is entered into by the parties and effective as of the SOW Effective Date above.

1. **Description of Services and Delivery Schedule**

Services / Work shall be in accordance with Section 3(b) (Overview of Outsourced Services) and 3c (Services) of the Outsourced Services Statement details are provided below:

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**No SECTION 1** **Purpose**

The purpose of this SOW is to set forth the specific Services that Supplier will provide to Microsoft in connection with the Agreement.

Supplier lead will be responsible for taking ticketed items, update solution, then deliver outcomes to Microsoft for acceptance.

**SECTION 2 Definitions**

Capitalized terms used but not defined in this SOW have the meanings given in the Agreement.

* 1. “*Dispute*” means a disagreement or misunderstanding in relation to the terms of this SOW or the Services.
  2. *“Services”* has the meaning given to it in Sections 3(a) (Overview of Non-Outsourced Services) and 3(b) (Overview of Outsourced Services) below.

**SECTION 3 Description of Services and Delivery Schedule**

1. **Overview of Non-Outsourced Services**

NA

1. **Overview of Outsourced Services**

Supplier will manage and direct the day-to-day work of their personnel in the performance of the Services. All communication between Microsoft and Supplier will be via Supplier’s lead associated with the Services and will not be directly communicated with Supplier’s personnel performing the day-to-day activities of the Services.

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The following sections describe **supplier activities** to deliver solutions:

**Specific activities associated with this workstream:**

**High Level Overview:**

* Supplier Service lead will take user stories, update data systems, design dashboards, update solutions, then deliver outcomes to Microsoft for acceptance and final publishing.
* Overall workflow managed through Azure DevOps (Ticketing and tracking tool) to outline the following steps:
  + Supplier Service lead does the data analysis and creates the documentation in Azure DevOps
  + Supplier Service lead works with the Supplier DevOps Engineer for solution updates (Microsoft does not communicate with the development team)
  + Supplier Service lead reviews solution with Analytics Lead on weekly or bi-weekly basis for feedback and validation of solution
  + Azure DevOps items calculated by story points to capture effort required to deliver and measure SLA/KPI for outcomes
  + Team will be using ADO Copilot, GitHub Copilot, M365 Copilot, Copilot Studio for enhancing, Copilot for Power BI and LLMs for accelerating delivery and accuracy during the sprints as applicable

Note:

All non-variable deliverables, data mapping, gap analysis, detailed work items tickets shall be logged and tracked in Azure DevOps

<<place holder for specific sections related to book of work>>

Note – Above deliverables will be completed in the allocated story points per sprint based on prioritization of new and planned items.

1. **Services.** Supplier will perform or deliver the Services to Microsoft under the Agreement as a work made for hire.

Supplier will manage and direct the day-to-day work of their personnel in the performance of the Services. All communication between Microsoft and Supplier will be via Supplier’s lead associated with the Services and will not be directly communicated with Supplier’s personnel performing the day-to-day activities of the Services.

* 1. Roles and responsibilities for service delivery and management.
  2. Specifications. In addition to the requirements set forth in the Agreement, the following additional specifications will apply:
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1. **Acceptance criteria/process.**

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1. **Approved Supplier Facilities.** Services will be performed at the following Approved Supplier Facilities as defined in the Agreement. Supplier must provide Microsoft prior written notification of any changes to the location at which Services will be performed at least 60 days in advance and may only proceed with the proposed change with Microsoft’s approval, which will not be unreasonably withheld. If any Services are performed at a Microsoft facility, Supplier will be responsible for any applicable seat fees, as indicated in the table below.

|  |  |  |
| --- | --- | --- |
| **Facility** | **Address** | **Seat Fee (if applicable)** |
| Redmond Engineering Center | MAQ LLC dba MAQ Software  2027, 152nd Ave NE, Redmond, WA 98052  USA | NA |
| Hyderabad Engineering Center | MAQ Software Hyderabad Private Limited  aVance Business Hub (HIPL)  Building H08, Level 7 Behind Dell Campus  HITEC City 2, Madhapur  Hyderabad 500 081, Telangana  India | NA |
| Mumbai Engineering Center | MAQ India Private Limited  201, Meadows Building  Sahar Plaza on Andheri Kurla Road  Andheri East  Mumbai 400 059, Maharashtra  India | NA |
| Noida Engineering Center | Express Trade Towers 2  B-36, Tower 3, Second Floor  Sector 132  NOIDA 201 301  India | NA |

1. **Hours of operation.** Supplier will provide Services during the following hours of operation:

Normal Business Hours PST (Monday – Friday, 8:00 am to 5:00 pm)

1. **Deliverables/delivery schedule** 
   1. Supplier must complete and deliver all Services to Microsoft on or before6/30/2025.   
      The milestone delivery schedule for the Services, **if applicable**, will be as follows:

| **Milestone #** | **Brief description of Services to be completed by Supplier and delivered to Microsoft** | **Due on or before** |
| --- | --- | --- |

Supplier may begin Service/Work delivery only when Supplier receives the applicable Purchase Order from Microsoft.

1. **Microsoft supplied materials.** Microsoft will provide the following tools, equipment, and other Microsoft Materials to Supplier for the purposes of performing the Services. Supplier will be responsible for providing all other tools, equipment, and materials not otherwise described herein.
2. Definition. “Microsoft Materials” means any tangible or intangible materials (including hardware, software, source code, documentation, methodologies, know how, processes, techniques, ideas, concepts, technologies, and data) which are provided by or on behalf of Microsoft to Vendor to perform the Services outlined in this SOW. Microsoft Materials include any modifications to, or derivative works of, the foregoing materials, the Trademarks and any data entered into any Vendor database as part of the Services. Microsoft Materials do not include:
3. Any Microsoft products obtained by Vendor outside of this SOW; or
4. Any source code as defined or listed in any License Forms between the parties. “License Form” is defined in the Master Source Code Agreement, if any, between the parties.
5. License to use Microsoft Materials. By Signing this SOW, Microsoft hereby grants Vendor a nonexclusive, revocable license to copy, use and distribute Microsoft Materials solely for the purposes of performing the Services outlined in this SOW: Microsoft tools, Windows Server OS and server applications, Cloud based tools, Azure Infrastructure and Dev tools, Desktop OS, and desktop applications.
6. Termination of license and return of Microsoft Materials. Microsoft may revoke the license to Microsoft Materials at any time for any reasonable business reasons. The license will terminate automatically on the earlier of the expiration or termination of this SOW.

|  |  |
| --- | --- |
| **Microsoft Tool / Equipment** | **Description/Location** |
| Access to Corpnet | Internal data sources and website |
| SAW Devices | Secured Access Workstations for Remote Access |
| Access to Data Sources | Cosmos tokens and access the data files |
| Project Related Software | Microsoft will provide the software needed to perform services within this agreement at no cost. The license for the software is only valid during the term of the engagement, and the software will be removed from the Supplier asset at the completion of the engagement |
| Deployment and Testing Environments | Azure Subscriptions and hosting environment as needed for the scope of this work |
| Development, Testing, and Production  Servers | Microsoft to provide the necessary servers with necessary software for performing the services outlined in this SOW. |
| Azure DevOps (ADO) | Microsoft to provide the necessary tools with necessary software for performing the services outlined in this SOW. |
| Azure DevOps (ADO) and tools | Ticketing and tracking system, for managing work items, bugs, changes as well as source code control, Microsoft to provide Azure DevOps environment |
| Access to Data Sources | Cosmos tokens and access to the data files |

**(i) Microsoft Facing Systems.** The following Microsoft Facing Systems will be accessible to Microsoft and third parties.

| **Microsoft Facing Systems** | **Description** |
| --- | --- |
| Network Access | Microsoft will provide network access to Supplier resources as needed, to perform the Services and complete the deliverables. |
| Remote Access | Microsoft will support reasonable requests for remote access to connect to Microsoft corporate network for Supplier to perform services offsite |
| Azure Subscriptions | All storage and data processing will take place on Microsoft’s Azure environment |
| Azure DevOps and MS Team Services Instance | Development and related environment and tools to complete the work items |
| GitHub or AppSource | Source control system to check in all the deliverables |
| Source Control System | Source control system to check in all the deliverables |
| Network Access | Microsoft will provide network access to Supplier resources as needed, to perform the Services and complete the deliverables |
| Data Protection | Sale of Microsoft Personal Data and Processing of Microsoft Personal Data outside the direct business relationship between Microsoft and supplier is prohibited |
| OpenAI and Copilots | Team will be using ADO Copilot, GitHub Copilot, M365 Copilot, Copilot Studio for enhancing, Copilot for Power BI and LLMs for accelerating delivery and accuracy during the sprints as applicable. |

1. **Microsoft businesses, entities, geographies covered**. The following Microsoft businesses, entities, and geographies are covered under this SOW.

|  |  |
| --- | --- |
| **Microsoft Businesses** | IAOPs |
| **Microsoft Entities** | MS Corporation |
| **Geographies Covered** | Worldwide |

1. **Languages supported.** The following languages will be supported under this SOW.

|  |
| --- |
| **Languages Supported** |
| US English Only |

1. **Personnel recruiting and training**. Supplier will recruit, select, and train its personnel per the requirements in this SOW. Such requirements will be owned and implemented end-to-end by Supplier. If Supplier personnel leave or are replaced, Supplier will ensure knowledge transfer including but not limited to documenting current status of specific tasks, recent meetings and engagements, next steps, updated contact lists with associated roles and responsibilities, lessons learned, and any other relevant information to successfully offboard and onboard the resources associated with this SOW. For the entire length of the engagement under this SOW, Supplier is accountable to scale to meet Microsoft’s needs and have redundancy in their service model to remove reliance on specific individuals.

|  |  |
| --- | --- |
| **Service Description** | **Training Requirements** |
| All services | All Microsoft technologies currently employed or that become available, including, but not limited to – SQL Server, Azure Services, Analytics Services and Power BI as needed to complete the deliverables |

**(m) Identification of Developments for Outsourced Services.** All IP or other work product developed by Supplier for Microsoft under the Agreement and this SOW will be a Deliverable, except, and solely to the extent, such IP or other work product is identified as a Development owned by Supplier in the table below.

|  |
| --- |
| **Identification of IP or Work Product as Developments** |
| No change except for purpose-built which are owned by MAQ Software |

Notwithstanding the designation in the table above, the IP and other work product identified above as a Development will be deemed a Deliverable if (i) it does not meet the definition of Development in the Agreement, or (ii) it includes any Microsoft Confidential Information, Microsoft Materials, Microsoft IP or related IP, or any modifications, improvements or derivatives thereof and thereto.

**SECTION 4 Governance Structure**

1. **Organizational structure**

|  |  |
| --- | --- |
| **Supplier Roles** | **Microsoft Roles** |
| Supplier Account Lead  Point of contact for any issue resolution and facilitation of work items and team | Microsoft Line of Business Owner  Provide roadmap and direction for incremental reporting & LOB solutions |
| discSupplier Lead  Single point-of-contact.  Has meetings as per ROB to review tickets and prioritize work for the supplier analyst team. |  |
| Supplier DevOps Engineers and Analysts  Responsible for the execution of work as described in Section 3b  Interaction is with the Supplier Lead who directs the team’s work. |  |

1. **Supplier and Microsoft roles and responsibilities**

|  |  |
| --- | --- |
| **Supplier Key Roles** | **Microsoft Key Roles** |
| Supplier Account Lead  Point of contact for any issue resolution and facilitation of work items | Microsoft Line of Business Owner  Provide roadmap and direction for incremental reporting & LOB solutions |
| Supplier Lead  Single point-of-contact.  Has meetings as per ROB to review tickets and prioritize work for the supplier analyst team. |  |
| Supplier DevOps Engineers and Analysts  Responsible for the execution of work as described in Section 3b  Interaction is with the Supplier Lead who directs the team’s work. |  |

1. **Business/operational issue Dispute escalation procedure.** In the event of a Dispute, Microsoft’s and Supplier’s operations leads will agree to a resolution within 14 days. If the Dispute is not resolved within 14 days, it will be escalated to the Microsoft GM/VP and Supplier Executive Account Manager who, unless otherwise agreed, must meet within 14 days of the escalation to resolve the Dispute. If the Dispute is not resolved by the executives, the Dispute escalation will continue with the same maximum time interval or as agreed by the senior executives designated by each party. If the unresolved Dispute materially impacts the Services, or involves the non-payment of disputed fees to Supplier, the parties will work in good faith to quickly minimize the elapsed time in reaching resolution. If any of the individuals in the escalation team are unable to attend a meeting, a delegate authorized to resolve the Dispute may attend instead.
2. **Reporting requirements.** Supplier will provide the following reports (e.g., operational, management, and executive) to Microsoft per the schedule indicated below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Report Description** | **Schedule** | **Format** | **Data Source** |
| Status | Weekly | Email | Status report of tickets completed during the week in AZURE DEVOPS |
| Bi-Weekly Business/Delivery Review | * Highlights and low lights * Performance metrics (SLA) for the month * Issues/risks * Escalations received and action taken to mitigate/prevent   Improvement areas with action plan | *Bi-Weekly* | PowerPoint, Word, Excel, Power BI, In person and MS Teams. |
| Quarterly Business Review | * Highlights and low lights   Performance metrics (SLA) for the quarter | Quarterly | PowerPoint, Word, Excel, Power BI, In person and MS Teams. |

1. **Meeting attendance requirements.** Supplier will participate in the regular meetings described below. These meetings are in addition to any other meetings that Supplier may be required to attend from time to time on Microsoft’s request.

| **Meeting** | Demo of features and planned items completed | Monthly Business Review (MBR) | Quarterly Business Review (QBR) |
| --- | --- | --- | --- |
| **Timing** | End of Sprint cycle | Monthly | Quarterly |
| **Duration** | 1 hour | 1 hour | 2 hours |
| **Meeting Owner** | Supplier Service Lead | Supplier Service Lead | Supplier Service Lead |
| **Supplier Attendees** | Supplier Service Lead | Supplier Service Lead | Supplier Service Lead Supplier Account Lead |
| **Objective** | Demo of features and planned items completed | Overview of monthly deliverables completed.  Monthly operational SLA & KPI performance reviews | Overview of quarterly deliverables completed  Review of SLAs & KPIs along with long term trending to provide an overview of optimization  Review open items and corrective action plans |
| **Agenda/Purpose** | Review updates from last week’s action items  Deliverables in progress or completed  Upcoming deliverables | Deliverables in progress or completed  Monthly operational SLA & KPI performance reviews | Deliverables in progress or completed  Quarterly operational SLA & KPI performance reviews  Program improvements and optimizations |

1. **Efficiencies**
2. **Required innovations, enhancements, and improvements:**
3. **Controls and compliance**

**SECTION 5 Service Level Agreement**

1. **Service Level Agreement.** Supplier will comply with the following SLAs and give Microsoft regular reports per the reporting frequency indicated below. The reports must demonstrate Supplier’s adherence to each such SLA.

|  |  |  |
| --- | --- | --- |
| **KPI** | **Definition / Calculation** | **Target** |
| Story Points Committed | Sum of story points committed across all PBIs in a sprint | X Story Points  (based on team size) |
| Data availability | Production and sandbox environment is available with scheduled downtime for update | >= 99.5% |

Coding Standards will be established by the Microsoft Project Team within 30 days after the start of SOW. Microsoft may change these standards as needed and will hold the Supplier accountable to these updated standards 30 days after being notified.

1. **Penalties for failures**
2. **Penalties for SLA failures.** Above deliverables and KPIs are outlined in story points to capture effort required to deliver. Supplier will deliver based on approved story points as tracked in Azure DevOps, with ability to ensure planned/agreed upon work is completed as prioritized with no changes in requirements and estimates, at no additional cost.
3. **Repeat and continued service failure.** Below process outlines steps to reduce service delivery failures

**SECTION 6 Payment**

**Services fees.** Microsoft will only make payment for Services that Supplier has completed and delivered to Microsoft, and that Microsoft has accepted. Microsoft will pay Supplier per Microsoft's payment terms in the Agreement and based on agreed upon base rate pricing captured under Exhibit D of the Parent SOW. No further discounts will be applicable.

Exhibit D of the Parent SOW provides the assumptions behind the pricing for workstream service/s listed in this Child SOW.

* + - An outcome based total fee not to exceed [insert amount] US per the following milestone payment schedule:

| **Milestone #** | **Not to Exceed Payment Amount** | **Delivery Date** |
| --- | --- | --- |
|  |  | 07/22/2024 |
|  |  | 08/22/2024 |
|  |  | 09/22/2024 |
|  |  | 10/22/2024 |
|  |  | 11/22/2024 |
|  |  | 12/22/2024 |
|  |  | 01/22/2025 |
|  |  | 02/22/2025 |
|  |  | 03/22/2025 |
|  |  | 04/22/2025 |
|  |  | 05/22/2025 |
|  |  | 06/30/2025 |
| **Total** | **<Total Amount>** | |

* 1. **Expenses**. Supplier is responsible for expenses it incurs while providing Services (including taxes, VAT, seat fees, discount charges, COLA, Fx, or other ancillary costs) unless Microsoft agrees otherwise in writing. Microsoft-approved actual travel expenses will be reimbursed per Microsoft’s then-current travel policy.
  2. **Economics/Pricing Model.** Exhibit D provides the assumptions behind the pricing for this engagement (if applicable).

**SECTION 7 Use of Third Parties/Subcontractors:**

The Supplier will not subcontract Services to third parties.

**SECTION 8 Details of Personal Data Processing.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Subject Matter of Processing** | The Services (as described in the Agreement, this SOW and any related Purchase Orders) | | |
| **Nature and Purpose of Processing** | Supplier will process Personal Data as necessary to perform the Services | | |
| **Duration of Processing** | Supplier will process Personal Data for the duration of the SOW, unless otherwise agreed in writing | | |
| **Categories of Data Subjects** | Microsoft consumer customer  Microsoft enterprise customer  Microsoft supplier or partner  Microsoft Personnel Data  Employee Productivity and Operations Data | | |
| **Supplier’s Data Processing role in relation to Microsoft** | Processor  Sub-processor  Independent controller  Joint controller | | |
| **Types of Personal Data Processed:** | | | |
| Sensitive | **Examples:**  – Data related to children  – Genetic data  – Biometric data  – Health data  – Racial or ethnic origin  – Political opinions  – Religious or philosophical beliefs  – Trade union membership | – A natural person's sex life or sexual orientation  – Immigration status (visa; work authorization etc.)  – Government Identifiers (passport; driver’s license; visa; social security numbers; national identify numbers) | |
| Data Subject Content | **Examples:**  – Documents, photos, videos, music etc.  – Reviews and/or ratings entered in a product or service.  – Survey responses.  – Browsing history, interests & favorites.  – Inking, typing and speech utterance (voice/audio and/or chat/bot).  – Credential data (passwords, password hints, username, biometric data used for identification.)  – Customer data associated with a support case | | |
| Captured and Generated | **Examples:**  – Location data.  – IP address.  – Device preferences & personalization.  – Service usage for websites, webpage click tracking.  – Social media data, social graph relationships.  – Activity data from connected devices such as fitness monitors.  – Contact data such as name, address, phone number, email address, date of birth, dependent and emergency contacts.  – Fraud and risk assessment, background check.  – Insurance, pension, benefit detail.  – Candidate resumes, interview notes/feedback.  – Metadata and telemetry | | |
| Account | **Examples:**  – Payment instrument data  – Credit card no. & expiration date  – Bank routing information  – Bank account number  – Credit requests | – Line of credit  – Tax documents and identifiers  – Investment data  – Corporate cards  – Expense data | |
| Online Customer | **Examples:**  -Azure tenant, M365 tenant  -Xbox Live, OneDrive Consumer  -Customer originated support ticket | | - Billing data  - e-commerce data  -Event registration  -Training |
| End User Pseudonymized Data (EUPI) | **Examples:**  -Globally Unique Identified (GUID)  -Passport User ID or Unique Identifier (PUID)  -Hashed End-User Identifiable Information (EUII) | | -Session IDs  -Device IDs  -Diagnostic Data  -Log Data |

**SECTION 9 Term and Termination**

1. **Early termination**. This SOW may be terminated according to the termination provision(s) of the Agreement. If the Agreement expires prior to the expiration of this SOW, the terms of the Agreement will continue to govern this SOW until the expiration or termination of this SOW.
2. **Transition services for Outsourced Services**
3. Onboarding of new Outsourced Services, changes in scope of existing Outsourced Services, and termination, expiration, or delay of the Agreement or this SOW will be addressed in Exhibit B: Transition Plan. Supplier will develop the Transition Plan within one month of the SOW Effective Date. The Transition Plan will include (A) agreed upon actions to be taken to effect transfer of the Outsourced Services, (B) key Supplier and Microsoft roles responsible for planning, managing, and effecting the transition of Outsourced Services, and (C) plans to ensure the performance of Outsourced Services for any applicable transfer of resources in the provision of Outsourced Services.
4. Microsoft’s notice of termination will include the estimated exit transition period, Supplier locations affected by the transition, and the identity of the party to whom Supplier will transition the Outsourced Services. Supplier will establish a Transition Team within one week of such notification. Supplier will provide weekly status on transfer management plan status, blocking issues, and risks assessment. The Transition Team will facilitate the knowledge transition on processes, tools, and workflows required to effectively carry out the transition.

**SECTION 10 Additional Obligations**

Additional obligations, if any, are described below. These obligations are in addition to the terms in the Agreement.

1. **Technical requirements.**

Supplier agrees to work within Microsoft infrastructure and use approved DW and reporting technologies, documents and templates as outlined below:

* + Microsoft owned Azure Subscriptions
  + MSIT Power BI, Office 365
  + Other as approved by Support team

1. **Security requirements.** Supplier will adhere to the following security requirements (including physical and information security policies) in connection with the Services. These requirements are in addition to the requirements previously provided by Microsoft or agreed to by Supplier.

|  |  |
| --- | --- |
| **Service Description** | **Security Requirements** |
| All work and deliverables | All Microsoft security policies, guidelines, and practices are strictly adhered to by our teams. All laptops adhere to required standards (e.g., implementation of Bit Locker) and all policies pertaining to MBI and HBI data are followed. All program assets, artifacts, and deliverables are stored on Microsoft servers and are assumed to be protected by Microsoft standard security and nondisclosure policies, guidelines, and practices. Consultants are instructed to store all program artifacts on Microsoft-managed SharePoint sites and periodic checks are made by management to ensure compliance. |
| Work within MS CorpNet | Data will be behind the firewall and or on Azure Servers depending on the workstream needs |
| Use Azure DevOps to store all related documentation and scripts | Version control for check in of all deliverables |

1. **Contingency planning – Content Backup**

|  |  |
| --- | --- |
| **Schedule for Backup of Services Related Content** | Daily |
| Other -- |

1. **Business Continuity Plan.** Supplier will establish and maintain a Business Continuity Plan (“*BCP*”) comprehensive of the Services covered in this SOW. The BCP will be provided to Microsoft for approval and acceptance within 90 days of the SOW Effective Date.
   * 1. The BCP will document the following minimum requirements:

|  |
| --- |
| Service Recovery Plan that outlines order of priority and estimated timing to restore SLA compliant services to full expected capacity |
| Knowledge Base that will retain knowledge relevant to the Services for Supplier internal reference and Microsoft team as needed. |

* + 1. If Services are interrupted, Supplier will undertake all necessary actions as outlined in the BCP to resume Services within the following recovery period:

|  |  |
| --- | --- |
| **Service Interruption** | **Target Recovery and Period** |
| Natural Disaster | 50% within 48 hours; 100% within 7 days |
| Unexpected Loss of Key Resource | 100% within 24 hours |
| Technical Outage | 100% within 24 hours |

* + 1. Microsoft must be notified of any proposed BCP changes at least 60 days in advance, and Microsoft must agree to such change in writing.
    2. Supplier must review and test the BCP within 6 months of SOW start to ensure that it is fully compliant with best industry standards for business continuity management and, without limiting the foregoing, compliant with all of Microsoft’s requirements.
    3. Where Supplier’s response to a service interruption event exceeds the defined recovery period, Microsoft may suspend this SOW, at its discretion, until Services are resumed.

**SECTION 11 SOW Changes**

* 1. **Temporary Changes.** Temporary Changes are changes that provide relief to one or more of this SOW’s requirements for a defined length of time. Temporary Changes are most commonly used to provide relief to SLA metrics. These changes are handled through a deviation request. Deviation requests are typically requested by Supplier or issued by Microsoft due to an action or event caused by Microsoft that causes the Supplier to miss required SLA targets or when the root cause of not meeting the contractual requirements is found to be out of Supplier’s control.
  2. **Change Request.** Unless specifically described otherwise in this SOW, changes to this SOW will be made per the process described in the Agreement. If not specified in the Agreement, approved minor or non-substantive changes will be memorialized in writing using the Change Order Form attached as Exhibit A. The Change Order Form will become an attachment to and part of this SOW after both parties have signed it. Substantive or major changes will be addressed in a SOW Amendment.

*[Remainder of this page is intentionally left blank.]*

**Exhibit A**

**Change Order Form**

|  |  |  |  |
| --- | --- | --- | --- |
| **Date requested:** | [insert date] | **Change number:** | [insert details] |
| **Title of request:** | [insert details] | **Requested by:** | [insert details] |

|  |  |  |  |
| --- | --- | --- | --- |
| This Change Order Form amends the Outsourced Services Statement of Work between Microsoft Corporation (“*Microsoft*”) and (“*Supplier*”) dated v (the “*SOW*”). This Change Order Form is entered into between the same parties and is effective on (the “*Change Order Effective Date*”). This Change Order is subject to all of the terms and conditions in the SOW, including the Master Outsourced Services Agreement (the “*Agreement*”) incorporated by reference in the SOW. The parties agree as follows: | | | |
| **Change requested in:** (Check all that apply)  **Specifications**  **Deliverables**  **Schedules**  **Services**  **Other** | | **Affected Section #s of SOW, or name of other document:** | |
| **Description of change:** [insert details] | | | |
| **Reason for change:** | | | |
| **Change(s) to SOW:**  ***Section # Original language: Replacing/supplementing language:*** | | | |
|  |  |  | |
|  |  |  | |
|  |  |  | |
| **Supplier approval** | | | |
| Signature: | | | Print name:  Title:  Date: |
| **Microsoft approval** | | | |
| Signature: | | | Print name:  Title:  Date: |

*[Remainder of this page is intentionally left blank.]*