the terms of this Work Order apply.

# Microsoft Advanced Support for Partners Work Order

(For Microsoft Internal Purposes Only)

Work Order Number

6AGO2012-321530-390082

This Microsoft Advanced Support for Partners Work Order ("**Work Order**") consists of the terms and conditions below, the provisions of the Microsoft Business and Services Agreement (MBSA) reference **U6395481**, effective as of **26-Nov-2020** (the "Agreement"), 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. In the event of a conflict between this Work Order and the Agreement, this Work Order will control. 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,

Customer	Microsoft Affiliate
Name of Customer (please print)	Name
Cassca Technologies	Microsoft Ireland Operations Limited
Signature  Docusigned by:  Levito Cassolongo  F2E75F7D0D88444	Signature  Jacek Michta  7F23275FEDA5421
Name of person signing (please print)	Name of person signing (please print)
Aderito Cassolongo	Jacek Michta
Title of person signing (please print)	Title of person signing (please print)
Mr	Authorized Signatory
Signature date	Signature date (effective date)
26-Nov-2020   04:48 PST	26-Nov-2020   05:01 PST
Name of Customer or its Affiliate that executed the Ag	greement (if different from Customer above)

Customer invoice information			
Name of Customer		Contact name (Receives invoices under this Work Order)	
Cassca Technologies		Alexandre Samuel	
Street address		Contact e-mail address	
Rua 144, Edificio No 42 Bairro Quifica, Municip	io do Talatona,Distrito Urbano do	Alexandre.samuel@cassca.com	
Benfica			
City	State/Province	Phone	
Luanda	Luanda	244222014291	
Country	Postal code	Fax	
Angola	00222		

**1. TERM**. The support services will commence on **16-Dec-2020** (the "Support Commencement Date") and will expire on **15-Dec-2021** (the "Support Expiration Date").

#### 2. DESCRIPTION OF THE SERVICES

Advanced Support for Partners addresses key support requirements for partners that are building practices on Microsoft online cloud services by delivering support services in a remote, one-to-many, cost-effective way. Microsoft online cloud services include Microsoft Azure, Microsoft Office 365, and Microsoft Dynamics CRM Online, and any additional online services for which Microsoft might offer support services through Advanced Support for Partners.

**2.1 Proactive Services.** Proactive services help prevent issues in your Microsoft environment and are typically scheduled in advance of the service delivery to help verify resource availability.

#### Communications

- Cloud optimization analysis: Regular reporting on your use of online services is designed to help you use recommended practices to accelerate cloud adoption and identify growth opportunities within your customer base.
- **Top-rated technical content and training:** This regular summary report of new releases and planned updates for online services and programs, plus customized recommendations of top-rated technical content and online training published by Microsoft can help answer your "how to" guestions regarding common online services and features.

#### Engagements

- **Roadmap updates:** This periodic online content is delivered by a Microsoft engineer and includes the latest roadmap information for Microsoft cloud services.
- **Cloud Consults:** This one-on-one engagement with a Microsoft technical resource will provide you with recommended practices and architectural guidance for your deployment, migration, and implementations. One Cloud Consult a month is included in your package. Additional Cloud Consults can be purchased as an optional service.
- **Support Practice Accelerator:** This managed engagement is designed to enhance your support capabilities, enable your business plan, and empower your team to better support your customers. One Support Practice Accelerator is included in your package.
- **2.2 Service Account Management.** An assigned Service Account Manager (SAM) acts as your service and support advisor at Microsoft. Your SAM delivers proactive guidance regarding potential deployment blockers and provides support assistance on your most critical cases with the goal of resolving issues more quickly.

Five hours a month of SAM is included in your package. Additional hours can be purchased as an optional service. You might be required to purchase additional Service Account Management hours based on the volume of services you request we perform for you or End Users. "End Users" means end users of Microsoft online cloud services for whom you provide Microsoft Product–related support services.

### SAM services include:

- **Service introduction:** A one-time service introduction, including an overview of services and an explanation of how to select and plan the services available to you.
- **Service Delivery Plan (SDP):** Your SAM will collaborate with you to develop a customized service plan to help you achieve your top priorities, enhance your cloud business, and accelerate End Users' adoption of online services. The SAM monitors and adjusts your SDP based on your need.

- Microsoft Partner Network (MPN) technical services benefits coordination: Your SAM will
  work with you to help plan and coordinate your MPN technical services benefits in conjunction with
  your Advanced Support for Partners services.
- **Service reviews:** Your SAM prepares and conducts a monthly service review with you to summarize the services delivered during the previous reporting period. Service reviews discuss service activities, monitor your satisfaction levels, and discuss actions or adjustments that might be required.
- **Escalation management:** Problem Resolution Support incidents that require escalation to other resources within Microsoft will be closely managed by your SAM in partnership with you to expedite resolution.

### 2.3 Problem Resolution Support

**Break-fix support:** Assistance for problems with specific symptoms encountered while using Microsoft cloud services ("incident"), where there is a reasonable expectation that the problems are caused by Microsoft cloud services. Severity definitions, our estimated initial response times, and submission requirements are detailed in the table below.

Break-fix support for Microsoft cloud services is provided as needed.

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 and, in consultation with us, 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 a change to a higher or lower severity.

Table: Incident Response	Expected Response
Severity A:  Critical business impact, significant loss, or degradation of services (application down)	First call response in 1 hour or less with escalation management <sup>1</sup>
Severity B:  Moderate business impact; moderate loss or degradation of services but work can reasonably continue in an impaired manner.	First call response in 2 hours or less; available during business hours only <sup>2</sup>
Severity C:  Minimum business impact; substantially functioning with minor or no impediments to services	First call response in 4 hours or less; available during business hours only <sup>2</sup>

<sup>&</sup>lt;sup>1</sup> Escalation management limited to SAM hours available. Additional SAM hours can be purchased as needed.

**End User incidents:** You have the ability to open break-fix support incidents on behalf of End Users at no additional cost. The partner incident owner, assigned by you, interfaces with End Users and our support team. Requests for support can be submitted electronically through the Online Services portals.

<sup>&</sup>lt;sup>2</sup> Business hours are generally defined as 09:00 to 17:30 local standard time, excluding holidays and weekends. Business hours may differ slightly in your country.

#### 2.4 Optional add-ons

Optional add-on services can be purchased as part of a new Work Order or an amendment to this Work Order, as described below:

- Twenty hours of Services Account Management.
- One Cloud Consult engagement.
- On-premises product support incidents: Break-fix support for up to five incidents for on-premise
  Microsoft Products with focus on troubleshooting a specific problem, error message, or
  functionality.
- Workshop Library on Demand. A subscription service that grants access to a collection of online training materials from a workshop library developed by Microsoft engineers. Subscriptions are sold on a per seat basis.
- Global Webcasts. These Microsoft-hosted education sessions are delivered to audiences remotely over the Internet. Webcasts are purchased on a per-attendee basis.

## 2.5 Microsoft Dynamics Partners services

Microsoft Dynamics Partners services can include certain additional support, advisory services, and training resources, as further described at http://aka.ms/dynamicsofferdetails, details of which are part of this Work Order.

"Microsoft Dynamics Partners" means an entity that (a) has an active Microsoft Solution Provider Agreement; (b) has enrolled with the Microsoft Partner Network at any level, and (c) is transitioning from the Microsoft Dynamics Partner Advantage or Microsoft Dynamics Partner Advantage Plus Agreement to an Advanced Support for Partners service agreement.

- **2.6** The following services cannot be provided to End Users:
  - Proactive Services: Communications
  - Service Account Management

#### 3. Support Services, Fees, and Contacts

**3.1 Support services**. Please refer to the "Description of the Services" section of this Work Order, which applies to the services specified in this section:

Quantity	Service
1	ASfP Package

**3.2 Support services fees.** The items listed in the previous table represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the following table. Support is a non-refundable, prepaid service. Microsoft must receive Customer's purchase order or payment before Microsoft commences or continues, as applicable, provisioning of support services. If Customer issues a purchase order, Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of the Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the support services ordered herein.

Services Summary	Fee USD
ASfP Package	\$15,000.00
Subtotal	\$15,000.00
Total Fees (excluding taxes)	\$15,000.00

#### Payment schedule

Payment Schedule	Billing Date	Fee USD
CASSCA TECHNOLOGIES-ASfP-2020-21	16-Dec-2020	\$15,000.00
Total Fees (excluding taxes)		\$15,000.00

# 3.3 Customer Named Contacts. Any changes to the named contacts should be submitted to the Microsoft Contact.

Name of Customer Support Manager (CSM)			
Aderito Cassolongo			
Street Address Contact email address			
Rua 144, Edificio No 42 Bairro Quifica, Municipio do Talatona, Distrito Urbano do Benfica <u>cass@cassca.com</u>			cass@cassca.com
City State/Province Phone			
Luanda 244222014291			1291
Country	Postal code	Fax	
Angola	00222		

**3.4 Microsoft Contact.** Customer contact for questions and notices about this Work Order.

Microsoft contact name  Andreea Madalina Racaru	
Phone	Contact email address
+40 (31) 1331941	a-anraca@microsoft.com

- **4. PREREQUISITES AND ASSUMPTIONS.** The Microsoft delivery of Advanced Support for Partners services under this Work Order is subject to the following prerequisites and assumptions:
  - You must maintain your status as an enrolled member of the Microsoft Partner Network.
  - All services are provided remotely to your locations.
  - All services are provided in the English language unless otherwise agreed to by you and us in writing.
  - All services are provided during business hours of the location of the CSM specified on the Work
    Order unless otherwise agreed to by you and us in writing. Business hours are generally defined as
    09:00 to 17:30 Local Standard Time, excluding local holidays and weekends. Business hours may
    differ slightly in your country.
  - Scheduling of services is dependent upon the availability of resources and might be subject to cancellation if minimum registration levels are not met.

- Microsoft can access your system through a remote connection to analyze problems at your request. Microsoft personnel will access only those systems authorized by you. To utilize remote connection assistance, you must provide Microsoft with the appropriate access and necessary equipment.
- You might be required to perform problem determination and resolution activities as requested by Microsoft. This might 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 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.
- Support for pre-release and beta products is not provided.
- All services, including any additional services purchased as part of, and during, the term of this Work Order, are forfeited if not utilized during the term of this Work Order.
- If you request cancellation of a previously scheduled service, Microsoft can 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.
- Support services are limited to advice and guidance related to code owned by you or by Microsoft.
- You agree that the only non-Microsoft code to which you provide us access to is code that you own.
- Support does not provide code of any kind, other than sample code.
- There might be minimum platform requirements for the services purchased.
- YOU UNDERSTAND THAT ADVANCED SUPPORT FOR PARTNERS SERVICES ARE NOT EQUIVALENT TO MICROSOFT'S PREMIER SUPPORT OFFERINGS AND YOU ARE NOT AUTHORIZED TO RESELL OR REDISTRIBUTE ANY SERVICES DELIVERABLE OR OTHER DELIVERABLES PROVIDED TO YOU EXCEPT AS OTHERWISE SET FORTH IN THIS WORK ORDER. YOU WILL NOT IMPLY OR MAKE ANY REPRESENTATION TO END USERS OR POTENTIAL END USERS THAT THE SERVICES OFFERED BY YOU TO END USERS ARE MICROSOFT'S PREMIER SUPPORT OFFERINGS, ADVANCED SUPPORT FOR PARTNER SERVICES, OR AN EQUIVALENT TO SUCH MICROSOFT OFFERINGS OR SERVICES.
- Without limiting anything set forth in the Microsoft Professional Services Data Protection
  Addendum with respect to End User data provided by you to Microsoft, each party is responsible
  for implementing commercially reasonable procedures intended to safeguard the integrity and
  security of the software and data exchanged under this Work Order from unauthorized access by a
  third party. Except for the foregoing, Microsoft is not responsible for your software and data or
  your End Users' software and data.
  - Some services might require us to store, process, and access End User data. When we do so, 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 End User data and that Microsoft assumes no liability in connection with the use of technologies that have not been approved by Microsoft.
- **5. YOUR RESPONSIBILITIES.** Microsoft performance depends on you fulfilling the following responsibilities. Failure to comply with the following responsibilities might result in delays of service of Advanced Support for Partners or termination of this Work Order:
  - You must designate at least one named contact in your Work Order, one of which will be known as your CSM. The CSM is responsible for leading your team and for managing all your support activities and internal processes for submitting support service requests to us. Your online services administrators may also have the ability to submit online services support requests through the

- applicable online services support portals. You agree to notify us of any changes to the designated contacts named on your Work Order.
- You must comply with the Advanced Support for Partners escalation process, provided by the SAM, in order to receive the services in a timely manner.
- You must initiate requests on behalf of your End Users and coordinate and participate in the delivery of the services with Microsoft.
- You must provide Microsoft with your End Users' name and contact information when requesting services under this Work Order in accordance with applicable law and the Microsoft Professional Services Data Protection Addendum. Except as otherwise set forth in the Microsoft Professional Services Data Protection Addendum, Microsoft will not use this information for any purpose other than the provision of the services. Microsoft may refuse to provide services to your End User if you do not provide Microsoft with the required information.
- You may not provide your account access information to your End Users.
- If your End User contacts Microsoft directly for support, Microsoft shall have the right, but not the obligation, in its sole discretion to respond to such support requests. In the event that Microsoft responds to any support request it receives directly from your End User, Microsoft shall have no obligation to provide your End User with the Advanced Support for Partners experience. For the avoidance of doubt, you are solely responsible for providing front line support to your End User.
- You agree to work with us to plan for the utilization of Advanced Support for Partners services.
- You will submit requests for proactive services, along with any necessary or applicable data, no later than 60 days prior to the expiration date of this Work Order.
- You agree to provide an internal escalation process to facilitate communication between your management and us, as appropriate.
- Without limiting anything set forth in the Microsoft Professional Services Data Protection Addendum, you agree to obtain required permissions from your End User prior to sharing any End User data or information with Microsoft.
- You agree, where possible, to respond to customer satisfaction surveys that we might provide from time to time regarding the services.
- Fulfill other responsibilities specific to the service you purchased, as requested by your Service Account Manager.

#### 6. USE, OWNERSHIP, RIGHTS, AND RESTRICTIONS

**6.1 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 might vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (<a href="http://www.microsoft.com/licensing/contracts">http://www.microsoft.com/licensing/contracts</a> or successor site) and is updated from time to time.

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.

**6.2 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 support 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 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.

**6.3 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 support services.

- **6.4 Services Deliverables.** "Services Deliverables" means any computer code or materials, other than Products or Fixes, provided to you in connection with the Advanced Support for Partners services. Upon payment in full for the support 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.
- **6.5 Hotfixes.** "Hotfix" or "Hotfixes" means Fix(es) that addresses a specific critical problem in response to an assisted break-fix request raised by you. Hotfixes are designed to address your specific problems and are not regression tested.

You may redistribute the Hotfixes that we provide to you to those individual End Users for whom you have requested Problem Resolution Support, solely for their internal business use. You must complete a Hotfix Redistribution Form before providing any Hotfix to your End User. An example Hotfix Redistribution Form is attached hereto as Schedule A.

- **6.6 Code License Grant; Provision of Services.** You may provide the computer code (excluding Hotfixes, which are addressed in Section 6.5) and materials that we provide to you to your End Users to copy and use solely for their internal business purposes, provided that you and your End Users comply with the license terms contained in this Work Order. In addition, any agreement between you and your End Users regarding Microsoft provision of services or delivery of code must contain provisions substantially in accordance with those set forth below in Sections 6.6(a)-(b). In the event that your agreement with your End User does not contain provisions substantially in accordance with the terms and conditions below, you agree to defend and indemnify Microsoft against, and hold Microsoft harmless from, any and all claims, damages and expenses (including reasonable attorneys' fees and other costs of litigation) alleged by any party based upon or related to the Microsoft provision of services or delivery of code to your End Users on your behalf except to the extent that such claims are the result of Microsoft's gross negligence or willful misconduct. You shall be solely responsible for all claims, warranties, or representations made by you or your employees or agents regarding the Online Services.
  - a. Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE, ON OUR BEHALF AND ON BEHALF OF OUR SUPPLIERS AND SUBCONTRACTORS, ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON INFRINGEMENT, SATISFACTORY CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, SERVICE DELIVERABLES, HOTFIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION.

- b. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS WORK ORDER, NEITHER PARTY NOR THEIR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, DAMAGES FOR BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), SPECIAL, OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS OR REVENUES ARISING IN CONNECTION WITH THE AGREEMENT, SERVICES DESCRIPTION, THIS WORK ORDER, ANY STATEMENT OF SERVICES, SERVICES, SERVICE DELIVERABLES, HOTFIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. IN ANY EVENT, WHATEVER THE LEGAL BASIS FOR YOUR CLAIMS, OUR TOTAL LIABILITY (AND THAT OF OUR SUPPLIERS AND SUBCONTRACTORS) WILL BE LIMITED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TO DIRECT DAMAGES UP TO THE AMOUNT PAID IN THE AGGREGATE FOR THE SERVICES GIVING RISE TO THE CLAIMS.
- **6.7 Affiliates' rights.** "Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer Affiliates cannot sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

- **6.8 Restrictions on use.** Customer must not (and must not attempt 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 intellectual property or technology to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.
- **6.9 Reservation of rights.** All rights not expressly granted are reserved to Microsoft.

#### 7. MICROSOFT PROFESSIONAL SERVICES DATA PROTECTION ADDENDUM.

The Microsoft Professional Services Data Protection Addendum in effect on the effective date of this Work Order and available on the Volume Licensing Site at <a href="https://aka.ms/ProfessionalServicesDPA">https://aka.ms/ProfessionalServicesDPA</a> is incorporated herein by this reference.

#### 8. TERMINATION

- **8.1** Microsoft may terminate this Work Order immediately:
  - a. Upon Customer making any assignment for the benefit of creditors, filing a petition of bankruptcy, or being adjudged bankrupt or becoming insolvent or being placed in the hands of a receiver, examiner, or manager (or any equivalent of any of these proceedings or acts)
  - b. Upon any material violation by Customer of this Work Order
  - c. Upon Customer's infringement, misuse, or misappropriation of Microsoft intellectual property
- **8.2** Either party may terminate this Work Order immediately upon the other's unauthorized disclosure of its Confidential Information.

# 9. ATTACHMENTS

# Microsoft Advanced Support for Partners Work Order SCHEDULE A—Hotfix Redistribution Form

(Microsoft Affiliate to complete)	
<b>Work Order Number</b>	

#### **Hotfix Redistribution Form**

This Hotfix Redistribution Form is made pursuant to the Microsoft Advanced Support for Partners Work Order (the "Work Order") identified above. The terms of the Work Order are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Work Order.

End User Information		
Name of End User		
Street Address		Contact Email Address
City	State/Province	Phone
Country	Postal Code	Fax

Customer Information		
Name of Partner		Contact Name (This person receives the Hotfix)
Street Address		Contact Email Address
City	State/Province	Phone
Country	Postal Code	Fax

Hotfix Information
Hotfix file name and description
Effective Date