

REDCENTRIC

MANAGED AZURE SERVICE SERVICE DEFINITION

v1.0

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1) OVERVIEW

1.1 In this Service Definition:

- **"Azure"** refers to the service of that name provided by Microsoft™ to its customers;
- **"Managed Azure Service(s)" (MAS)** refers to the set of Azure resources that are set up and managed by Redcentric to enable Azure services to run and be managed by Redcentric, as described in this Service Definition;
- **"Microsoft Cloud Agreement"** is explained in paragraph 2.8.2) of this Service Definition.

1.2 The Microsoft Azure service itself is provided directly to Customers by Microsoft, and is not provided by Redcentric.

1.3 It is a requirement of Microsoft, and a condition of the provision of the Microsoft Azure cloud service to Customers by Microsoft, that the Customer enters into a direct Microsoft Cloud Agreement with Microsoft. Please see paragraph 2.8.2) of this Service Definition.

1.4 The Redcentric Managed Azure Service services are defined in detail in Section 2 of this Service Definition. In summary they consist of the following:

- (1) as a Microsoft Cloud Solution Provider (CSP) (see paragraph 1.5 below), Redcentric will resell to the Customer a subscription to the Microsoft Azure service, which gives the Customer the ability to run Azure services that are managed by Redcentric (on the basis that the Azure service will be supplied by Microsoft to the Customer direct, as described in paragraphs 1.2 and 1.3 above);
- (2) use of the Redcentric billing portal (see section 2.4 of this Service Definition); and
- (3) support Services (see section 2.6 of this Service Definition).

1.5 The Redcentric services are offered to Customers based in the UK as part of Redcentric's wider portfolio of Hybrid Cloud Services. Redcentric is a Microsoft Cloud Solution Provider (CSP). This CSP status allows Redcentric to offer Microsoft's range of public cloud services alongside Redcentric's own cloud and managed network and IT services, namely:

1. Azure
2. Azure Stack
3. Office 365
4. Microsoft 365
5. Office 365 and Azure professional services and service management

1.6 **Variations to Microsoft Documents**

Throughout this Service Definition there are hyperlinks to numerous Microsoft documents that are held in Microsoft's CSP portal and/or the Microsoft website. Microsoft has the right to change these documents at any time, and therefore text from these documents is not included in this Service Definition. Microsoft's latest version of each such document at any given time is the one that applies to the Customer. Redcentric does not have any ability to influence changes to Microsoft

agreements, which apply to all Microsoft CSP customers. Redcentric will not send notifications to Customers about changes to Microsoft documentation.

Microsoft may also from time to time make changes to its documents that apply to Redcentric's provision of Redcentric Managed Azure Services (such as contracts and solution provider program documents). Such changes may necessitate changes to this Service Definition. The up to date version of this Service Definition with any such relevant changes will be available on Redcentric's website at <http://www.redcentricplc.com/service-definitions>.

1.7 Implementation, Configuration and other Professional Services

If required by the Customer, Redcentric can provide additional design, build and deployment Services related to Managed Azure Services. These will be provided by way of Professional Services and subject to one or more separate Orders (see section 2.17 of this Service Definition).

1.8 Overview of Microsoft Azure

Microsoft Azure is a growing collection of integrated cloud services that developers and IT professionals use to build, deploy and manage applications through Microsoft's global network of data centres. With Azure, customers get the freedom to build and deploy wherever they want, using the tools, applications and frameworks of their choice. It provides platform as a service and infrastructure as a service and supports many different programming languages, tools and frameworks, including both Microsoft-specific and third-party software and systems. Microsoft lists a large and ever changing number of Azure services including: digital marketing, mobile, e-commerce, line of business applications, SharePoint on Azure, SAP on Azure, Dynamics on Azure, DevOps, development and testing, monitoring, business intelligence, big data and analytics, backup and archive, disaster recovery, Internet of Things, digital media and many more services.

1.9 Description Of Microsoft Azure Services Available to Customers Subscribing to Redcentric's Unmanaged Azure Service

MAS is only offered in conjunction with Redcentric's range of Redcentric managed Services based on Microsoft Azure infrastructure. A full list of these managed Services is available on the Redcentric website, and is not provided here as it is subject to change. MAS consists of the common underlying infrastructure and the Service specific infrastructure (which differs based on the service being taken and is described in full in the Service Definition of each Service), all of which is managed by Redcentric to provide the Customer a managed Service.

Section 1.9 of this document summarises Microsoft's Azure product as it is at the date of this Service Definition. For further detail and for updates, please refer to Microsoft's website. Redcentric is not permitted to, and does not, make any representation or give any warranty about the Azure product or any other service provided by Microsoft. If there is any inconsistency between the summary details of the Azure product and services given in this Service Definition and the details on Microsoft's website at any given time, the details on Microsoft's website are authoritative.

For the purposes of providing the Managed Azure Service Redcentric will create an Azure account (if needed) and then a subscription for MAS.

To access descriptions of the Azure services available, see:
<https://azure.microsoft.com/en-gb/overview/what-is-azure/>

1.9.1 - Azure Roadmap

The Azure Roadmap lists updates that are currently planned by Microsoft for applicable subscribers. Updates are at various stages, from being in development, to rolling out to Microsoft customers, to being generally available for applicable Microsoft customers.

The Azure Roadmap is currently at this link:

<https://azure.microsoft.com/en-gb/roadmap/>

1.9.2 - Azure security, privacy, and compliance.

All Customer data stored on Azure belongs to the Customer. Microsoft's Azure Trust Centre contains Microsoft's information about security, privacy, and compliance with Azure:

<https://azure.microsoft.com/en-us/support/trust-center/>

1.9.3 - Access Methods and System Requirements

1.9.3.1 - Customer Connectivity

Connectivity to the Azure resources is the responsibility of the Customer. This Service Definition does not include the supply of any connectivity Services from Redcentric. Redcentric connectivity Services can be supplied if required, subject to a separate Order.

1.9.3.2 - Mobile Access

Azure resources can be consumed using mobile devices. Redcentric is not responsible for the deployment and management of mobile devices and applications, their compatibility with Azure resources, or the security of the data held on mobile devices.

1.9.3.3 – System Requirements

It is the Customer's obligation to make sure that their own systems work in conjunction with Azure services as required.

2) SERVICE DESCRIPTION

This Section 2 describes the Redcentric Managed Azure Service – MAS consists of the common underlying infrastructure and the Service specific infrastructure, all of which is managed by Redcentric to provide the Customer a managed Service.

It provides the design, set-up and management of common underlying infrastructure components such as Microsoft Azure network, storage, management, monitoring and numerous other Azure infrastructure services (a comprehensive list is not provided as these infrastructure services are regularly being changed by Microsoft) that are required to enable managed Services to run in Azure.

It also provides the design, set-up and management of Service specific infrastructure components that are required to enable Services such as managed databases and managed virtual machines to run in Azure (a list of specific components is not provided here as these components Customer specific and are also subject to frequent change).

2.1) ASSOCIATED SERVICES

Managed Azure Service is part of Redcentric's Azure based Services. It is a baseline Services for other Redcentric managed Services based on Microsoft Azure infrastructure such as:

- Managed Windows Server
- Managed Linux Server
- Managed SQL Database
- Managed Oracle
- Citrix Virtual Desktops

2.2) PARAMETERS

Managed Azure Service is delivered within the parameters defined in this Service Definition.

2.3) SERVICE OVERVIEW

2.3.1) QUALIFICATION

Customers who have expressed an interest in the Managed Azure Service (MAS) will be required to complete the MAS Qualification template in conjunction with Redcentric pre-sales. The objective is to make sure that Redcentric understands the Customer's requirements with regards to MAS to ensure that MAS is the most appropriate Service for the Customer.

2.3.2) CUSTOMER ACCOUNT CREATION

Each Customer will have one Azure Tenant account created which will be used to hold all that Customer's Azure subscriptions (both managed and unmanaged Azure services).

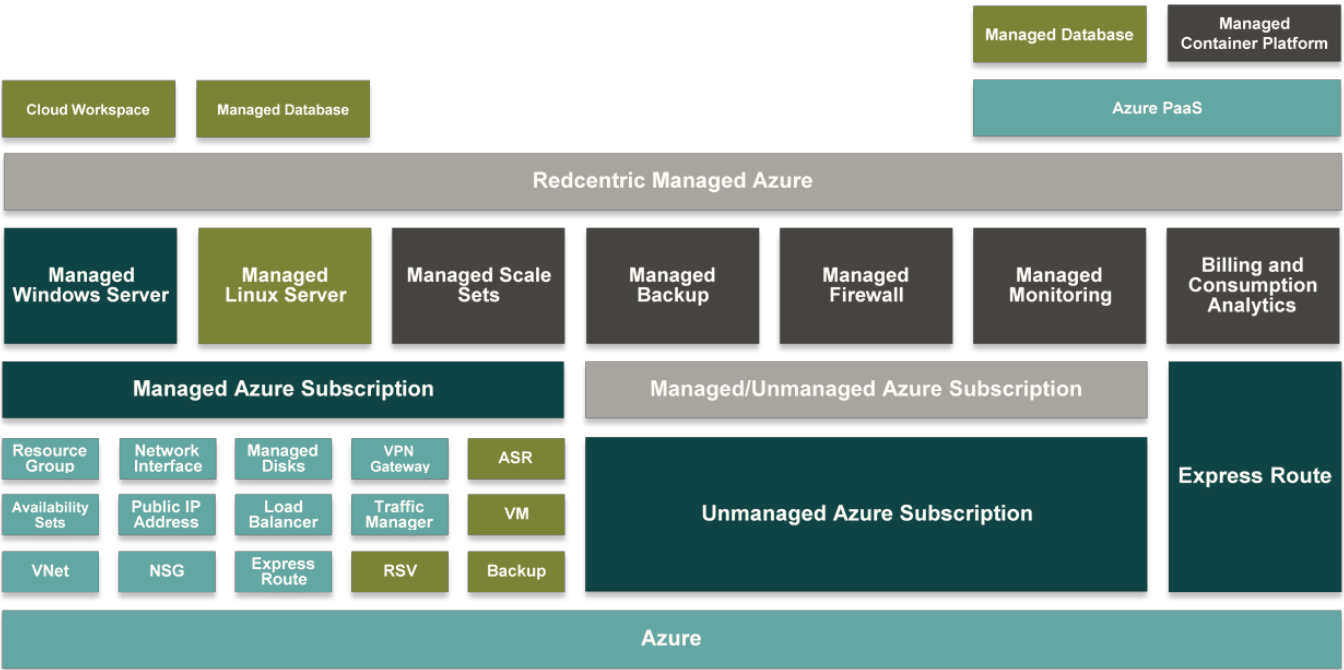
For Customers who already have Azure services from Redcentric their MAS will be set up in a new subscription within their existing account.

For new Customers to Azure, Redcentric will create a Microsoft Tenant account for the Customer (or associate with their existing tenant if they have one) and then add a MAS subscription within that account. The Customer will have no administrator access to the MAS subscription.

As part of the Redcentric MAS Service, Redcentric’s Support Team will maintain federated administrative rights for all its Customers’ Azure accounts and subscriptions. This enables Redcentric to manage and support the Service.

2.3.3) MANAGED AZURE SERVICES ARCHITECTURE

The architecture diagram below illustrates how MAS provides a baseline service for other Azure managed Services.



2.3.4) SUBSCRIPTION NAMING CONVENTION

The subscription will need to be named in line with Redcentric’s naming convention.

2.3.5) MANAGED AZURE SERVICES BUILD, DEPLOYMENT AND MANAGEMENT

Redcentric will build and deploy our management infrastructure for the MAS subscription. This includes extending the Redcentric Azure Management Network to the MAS subscription which enables Redcentric to provide services such as patching, backup, monitoring and management of resources.

2.3.6) AZURE RESOURCE MANAGER BACKUP

Redcentric will perform daily configuration backups of Azure Resource Manager (ARM) resources (ARM template only).

2.4) USING THE REDCENTRIC 'AZURE BILLING' PORTAL

When Customers receive a Redcentric bill for their monthly usage of Azure resources they will receive a bill that has two lines:

- The line labelled Managed Azure Usage will have one amount for all the Managed Azure usage (i.e. consumption of Azure resources) on their account in a month.
- The line labelled Managed Azure Usage Management Fee is the Redcentric fee for creating and managing the Azure resources.

The details of Azure usage that make up that bill can be accessed using the Redcentric Azure Billing Portal. Customers will receive user ID's and initial passwords once their subscription has been created and named.

Using the Redcentric Azure Billing Portal Customers will be able to view bills and detailed usage reports at a subscription specific level. This portal contains the lowest level of usage details provided to Redcentric by Microsoft, and as such enables detailed bill/usage analysis. For support in using the Redcentric Azure Billing Portal Customers should contact Redcentric support.

Customers may be required to have the latest versions of Internet browsers to access this portal.

2.5) SERVICE HEALTH

The Customer's primary contact as designated on the Azure Active Directory (not the person designated as the Customer's primary contact with Redcentric) will receive Azure outage notifications directly from Microsoft. These notifications are for Customer's consuming a specific Azure resource, and as such Redcentric does not necessarily receive these notifications.

If a Customer believes that an Azure service has experienced sufficient downtime within a month to trigger a service credit under the terms of the Microsoft Service Level Agreement they should raise a ticket with Redcentric Support and provide the relevant details. If this is the case Redcentric will create a claim to apply for a service credit and pass the amount credited back to the Customer.

Customers should review the Service Level Agreements for Microsoft Online Services using the following link: <https://www.microsoft.com/en-gb/Licensing/product-licensing/products.aspx>. Please see Section 4) of this Service Definition for more information about Service Levels and Service Credits.

2.6) SUPPORT SERVICES FOR MANAGED AZURE SERVICES

MAS is a baseline service for other Redcentric Azure managed services; the Support processes and service levels are described in the Service Definitions for those Services.

2.7) SCOPE OF MANAGEMENT SERVICES

Redcentric will manage the Azure resources listed below. Note this is not an exhaustive list. As new Azure resources are added by Microsoft they will be added into the Redcentric common underlying infrastructure as required and as agreed between Redcentric and the Customer under change management (see paragraph 2.19) of this Service Definition).

- Resource Groups
- Availability Set
- Network Security Group
- Virtual Network
- Public IP Address
- Network Interface
- Load Balancer
- Express Route (Azure management only)
- Managed Discs
- VPN Gateway
- VNet Peering
- Traffic Manager

Redcentric will support all regions where Microsoft support one of the above resources or a specific resource feature.

2.8) MANAGED AZURE SERVICES SUBSCRIPTION DURATION AND TERMS

2.8.1) DURATION

All subscriptions in Azure are created with no restrictions on duration. See Section 2.10) for details on cancelling subscriptions.

2.8.2) TERMS

The Customer is required to accept and enter into a Microsoft Cloud Agreement and its related documents before Redcentric can provide Azure based products and services. In order to demonstrate to Microsoft that the Customer has accepted the MCA, the Customer has to provide Redcentric the name and email address of a person who is accepting the MCA. Redcentric will enter these details into the Customer's subscription and this will serve as proof of acceptance.

Failure to provide such record of acceptance may result in disablement of Customer's account.

If Microsoft updates the Microsoft Cloud Agreement, then the Customer must accept the new Customer Agreement at or before the anniversary date of its Contract with Redcentric.

The MCA can be found at:

<https://docs.microsoft.com/en-us/partner-center/agreements>

2.9) BILLING RULES

The billing model is prescribed by Microsoft.

- The Customer is invoiced by, and makes payment to, Redcentric.
- Invoices are issued monthly in arrears and payment is due within 30 days of the invoice being issued.
- The Customer's invoice is based on Azure resource consumption, as measured by Microsoft.
- Billing is based on the list prices published with a management fee applied as a percentage. The list prices are periodically updated by Microsoft online at <https://azure.microsoft.com/en-us/pricing/?v=18.43>
- The Redcentric price is aligned with the Azure Pay-As-You-Go pricing (based on no minimum commitment). Microsoft reserves the right to change Pay-As-You-Go rates and they provide 30 days' notice when they do so.

2.10) SERVICE SUSPENSION

Non-payment of any of Redcentric's invoices in respect of Redcentric MAS Service will result in the Customer's subscription being suspended (locked). At this stage the account data is maintained 'as is'. **If the outstanding bill is not settled within 90 days Redcentric will instruct Microsoft to delete the subscription and associated data, at which point the subscription can no longer be reactivated and the Azure services and data are permanently 'lost'.** This paragraph 2.9 does not affect Redcentric's rights and remedies in relation to late payment of Redcentric's charges.

2.11) SERVICE CANCELLATION

Information about cancellation of a Microsoft subscription for the Azure Services that are enabled by MAS is set out in Microsoft's documentation, and outlined in the cancellation section of each applicable Service Definition. Cancellation terms may be changed by Microsoft from time to time.

2.12) SERVICE RENEWAL

A MAS subscription will renew automatically every month. Customers are not required to sign a contract renewal. However, at the contract renewal anniversary Customers will need to re-sign the Microsoft Cloud Agreement if it has been updated in the previous year.

2.13) PRODUCT USE RIGHTS AND RESTRICTIONS

The rights of the Customer in respect of the use of Redcentric's Managed Azure Service are set out in the various documents provided by Redcentric and Microsoft, and it is the Customer's responsibility to familiarise itself with these.

Without limitation, these are included in the Microsoft Cloud Agreement and Microsoft's Online Services Terms and Product Terms documents.

2.14) DATA LOCATION

The locations in which data is stored on Azure platforms are managed by and the responsibility of Microsoft, and subject to the terms of the Microsoft Cloud Agreement between Microsoft and the Customer. Up to date information from Microsoft can be found on the Microsoft Trust Centre web pages, currently at <https://azure.microsoft.com/en-gb/support/trust-center/>. It is the Customer's responsibility to familiarise itself with this material and to ensure that it takes the necessary steps with Microsoft to ensure that the Customer can meet its own legal and regulatory obligations in respect of data.

Azure customers can specify that they require their data and infrastructure to be held otherwise than in the UK region, using the options made available by Microsoft. If such a request is not made during the pre-sales qualification stage, Redcentric will default to the UK region in setting up the Service on the Customer's behalf. Whichever region is selected by the Customer, it is the Customer's responsibility to ensure that it complies with all legal obligations relating to data being located in that region.

2.15) EXCLUSIONS

In addition to any other exclusions specifically mentioned in this Service Definition, the following are excluded from Redcentric's Managed Azure Service:

- All matters related to the Azure platform, including without limitation its design, performance, availability, security, data management, legal and regulatory compliance, and the performance of Microsoft's obligations as a data processor;
- The design and performance of the Customer's computing environment;
- The design and performance of the Customer's Internet connectivity unless provided by Redcentric (under one or more separate Orders);
- The performance, compatibility and connectivity of mobile devices;
- Any impact of Azure, including software updates, on the Customer's computing environment.

2.16) CUSTOMER DEPENDENCIES

All responsibilities upon the Customer referred to in this Service Definition are Customer Dependencies, including without limitation:

- Paragraphs 1.3 and 2.8.2 (requirement for a direct Microsoft Cloud Agreement)
- Paragraph 1.9.4 (Access Methods and System Requirements) - the Customer is responsible for making sure that its systems and connectivity are capable of working with, and are correctly configured for, Azure.

2.17) OPTIONAL PROFESSIONAL SERVICES

Redcentric provides a range of Professional Services, using either our in-house team or approved third parties. Professional Services Orders are not part of the Managed Azure Service unless so specified in the Customer's Order.

Additional professional services require a separate Order and are defined and priced upon application. Typical services included in a Professional Services Order are design, build and deployment of MAS.

2.18) SUBSCRIPTION LIMITS, QUOTAS AND CONSTRAINTS

Microsoft places limits, which are sometimes called quotas, on Azure resources; these quotas specify the maximum quantity of a resource that a Customer can consume within Azure. These are put in place to enable Microsoft to plan and manage the capacity of Azure.

The rules for Azure limits, quotas and constraints are constantly changing. For the latest information on this subject follow this link: <https://docs.microsoft.com/en-us/azure/azure-subscription-service-limits>.

If an Azure Service that is enabled by MAS requires Redcentric to raise the limit or quota above the default limit, Redcentric will raise a ticket with Microsoft Support. The limits cannot be raised above a maximum limit as specified by Microsoft, although for some Azure resources there is no maximum limit.

2.19) CHANGE MANAGEMENT

Any changes that need to be made to this service will be logged, raised, analysed, scheduled and governed by Redcentric's standard change management process, a copy of which can be provided upon request.

2.20) NAMING SUBSCRIPTIONS

The Customer's Azure domain name will be of the format xxx.onmicrosoft.com. The domain is assigned at the tenant level, so it is applicable for all Microsoft services that use Azure Active Directory (AAD).

This cannot under any circumstances be changed at a later date. It is important that Customers give due consideration to this name due to its permanence.

3) IMPLEMENTATION AND ACCEPTANCE

3.1) SERVICE COMMENCEMENT

The Customer must pass a credit check, sign the required Microsoft agreements and sign a Redcentric contract before Redcentric will start setting up the MAS service.

3.2) ACCEPTANCE & LAUNCH

- Redcentric will set up the Azure Account (for new Customers) and the Managed Azure Service subscription for both new and existing Customers.
- Redcentric will set up users ids and passwords for the billing portal.
- Formal launch and acceptance of MAS is combined with the launch of the enabled Azure Service.

3.3) BILLING START DATE

The Customer is billed based on usage monthly in arrears.

4) SERVICE LEVELS AND SERVICE CREDITS

4.1) MICROSOFT'S SERVICE LEVELS

Azure Service Levels are provided by Microsoft, and not by Redcentric. Azure Service Level Agreements which describe Microsoft's uptime guarantees and downtime credit policies are specific for each Azure service. The SLAs for individual Azure services can be accessed here:

<https://azure.microsoft.com/en-gb/support/legal/sla/>

Typically the Azure services have an availability target of 99.9% measured on a monthly basis, but please refer to the Microsoft Cloud Agreement and the related documents.

Microsoft's service terms can be accessed:

<http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=11675>

4.2) MICROSOFT'S SERVICE CREDITS

The Azure service performance, including uptime and service monitoring, is the responsibility of Microsoft, and Microsoft is responsible for service credits to the extent set out in the Microsoft Cloud Agreement.

Microsoft will pay to Redcentric any service credits that are due in respect of the Customer's Azure service. Redcentric will credit to the Customer any service credits that Redcentric receives from Microsoft in respect of the Customer's Azure service (where such service has been procured through Redcentric as part of Redcentric's MAS Services). These service credits are described below at their current rates, but may be amended by Microsoft from time to time, in which case the amended service credits paid by Microsoft will apply.

Example of calculating the Azure service credits payable by Microsoft : For Single Instance Virtual Machines

"Minutes in the Month": is the total number of minutes in a given month.

Downtime: The total accumulated minutes that are part of Minutes in the Month that have no Virtual Machine Connectivity. Downtime excludes Announced Single Instance Maintenance.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Minutes in the Month} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Azure Service Levels and Service Credits, provided by Microsoft, are applicable to Customer's use of Single-Instance Virtual Machines:

Monthly Uptime Percentage	Service Credit
<99.9%	10%
<99%	25%
<95%	100%

All of the above rates, formulae, measurement criteria and URL are stated as at the date of this Service Definition, but are subject to change by Microsoft in which case the amended terms will apply.

Except as stated in paragraphs 4.1) and 4.2) above, no Service Levels or Service Credits apply to the Redcentric MAS service.

5) DATA PROCESSING

5.1) DATA PROCESSING SCOPE

In the Managed Azure Service (MAS) Redcentric is responsible for managing the Azure resources required to provide a common infrastructure to support other Redcentric Azure Services. Customers take MAS to provide the platform for other Redcentric Azure managed services for which Redcentric manages the infrastructure while the customer is responsible for the application and the data.

In terms of processing application data that is running on an application on a Redcentric Azure managed service, Redcentric does not materially access, alter or use the data.

In terms of operating MAS, commands are passed from the Azure Resource Manager portal to Azure to orchestrate the build/management of Azure resources. It is Redcentric who issues these commands for MAS, but these commands are infrastructure related and are not processing data.

5.2) DATA STORAGE AND UNENCRYPTED DATA

In the context of GDPR data storage issues do not apply to MAS because the storage of data will be covered in the Service Definitions that include data storage.

It should be noted that when MAS is combined with certain services Azure will create and store log files of process workflows on the application server and database. Redcentric may access these files for service management purposes, but these files do not contain Customer specific application data.

5.3) DATA PROCESSING DECISIONS

In the normal course of business Redcentric does not make any data processing decisions in relation to the Service. Processing is automated and instigated by the Customer.

Redcentric Support can be asked by the Customer to intervene in the event of an issue with the Service. In such a case Redcentric may make decisions that affect data processing, but such actions will only be undertaken at the request of and in conjunction with the Customer.

5.4) SERVICE CONFIGURATION WITH RESPECT TO DATA

In the context of GDPR this service is not configurable in a way that affects data processing decisions and outputs. The service configuration will be done by Redcentric as requested by the Customer. The service configuration does not involve Customer data.

5.5) DATA BACKUP

MAS does not include a backup of application data in the traditional sense of storing data off-site to provide a restore capability.

MAS does however work with other Redcentric Azure managed server services to take a backup of an entire server. This backup includes the OS, application and data - the objective is to create a backup that can be used to restore the server in the event of corruption or failure. This backup is not to be confused with a DR or off-site backup solution as this backup cannot be used for data restore purposes. In the normal course of business Redcentric would not access any data taken for server backup purposes.

5.6) SUB-PROCESSORS

No other parties are involved in delivering this service, and there are no sub-processors. Microsoft will process the Customer's data as part of the Azure service that it provides to the Customer, and the Customer is referred to Microsoft's relevant documentation and data processing contract terms.

5.7) CUSTOMER ACCESS TO DATA

The MAS resources are not used for processing or storing application data.

5.8) SECURITY ARRANGEMENTS AND OPTIONS

The Azure resources provided by MAS are hosted at Microsoft datacentres with physical data centre security and cyber security measures (e.g. Firewall) in place.

Access to the Customer's MAS resources to provide management services is restricted to Redcentric authorised support personnel.

5.9) SERVICE OPTIONS

None.

6) ROLES AND RESPONSIBILITIES

Responsibilities

Redcentric

- Azure account creation for new Customers.
- MAS subscription creation.
- Guidance on appropriate Microsoft documentation to be completed.
- Complete the MAS qualification and MAS on-boarding documents.
- Administrative support on the account, MAS subscription and billing portal.
- Day to day management of Azure resources.
- Daily backup of resources (ARM template only).

Customer

- Design their Azure service, as this will inform the MAS required.
- Comply with appropriate licence agreements.
- Comply with appropriate Microsoft agreements.
- Apply for service credits within the prescribed timelines.
- Pay bills within the prescribed timelines.

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