REDCENTRIC MANAGED WINDOWS SERVER ON AZURE SERVICE DEFINITION

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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 Windows Server Service(s)" (MWS) refers to the Services provided by Redcentric to manage Windows Servers that are running in Azure, as described in this Service Definition;
 - "Microsoft Cloud Agreement" is explained in paragraph 2.7.2) 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 2.7.2) of this Service Definition.
- 1.4 The Redcentric MWS 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 in which Redcentric will create and manage a Windows Server for the Customer, (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);
 - (3) support Services (see section 2.6 of this Service Definition); and
 - (4) optional Professional Services (see Section 2.17 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's MWS 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 MWS Services. These will be provided by way of Professional Services and subject to one or more separate Orders (see section 2.16 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 Managed Windows Server Service

MWS only provides access to Azure Resource Manager (and its associated APIs and templates), not Azure Classic.

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.

To provide Customers a Managed Windows Server in Azure Redcentric uses two Services: a Managed Azure Service (MAS) and a Managed Windows Server (MWS) Service as described below:

- For the purposes of providing the MWS Service Redcentric will firstly create a
 Managed Azure Service (MAS) subscription, within which Redcentric provisions
 and manages a number of common Azure infrastructure resources that are
 required for all Redcentric's managed Azure Services. Creating this MAS
 subscription and associated resources simplifies and reduces the timeline of the
 MWS on-boarding process. Please refer to Redcentric's separate Service
 Definition for the Managed Azure Service.
- 2. To provide the actual Managed Windows Server (the Service described in this Service Definition) Redcentric designs, builds, provisions and manages additional Azure resources that are required for a Windows Server. The

- additional Azure resources required by the MWS Service will be set-up in the Customer's MAS subscription (where the common Managed Azure resources are also set-up).
- 3. For billing purposes Customers will receive one Azure usage bill for all the resources in the subscription (those set up under both the MAS and the MWS Service Definitions), even though these resources are enabled by two separate Service Definitions.

To access descriptions of the Azure services available, see: https://azure.microsoft.com/en-qb/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/

1.9.3 - 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/

1.9.4 - Access Methods and System Requirements

1.9.4.1 - 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.

1.9.4.2 - Mobile Access

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

1.9.4.3 – 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

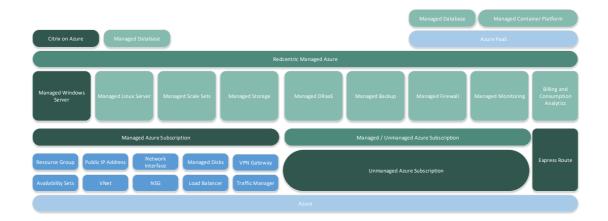
This Section 2 describes the Redcentric Managed Windows Server (MWS) Service – the Service that Redcentric provides for Customers to run Windows workloads on Azure.

The MWS is dependent on the Customer taking the separate Redcentric Managed Azure Service that provides the infrastructure for MWS. The diagram below shows how the Services fit together:

Redcentric Azure Services

Version 0.9





2.1) ASSOCIATED SERVICES

MWS Azure Service is part of Redcentric's Azure based Services: it can be used in conjunction with other Azure Services such as

- Managed SQL Database
- Managed Oracle
- Citrix Virtual Desktops

2.2) PARAMETERS

MWS 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 MWS will be required to complete the MWS Qualification template in conjunction with Redcentric pre-sales. The objective is to make sure that Redcentric understands the Customer's requirements with regards to MWS to ensure that MWS is the most appropriate service for the Customer. The Customer must also select a domain of the format xxx.xxx.onmicrosoft.com and understands that this domain cannot later be changed.

2.3.2) CUSTOMER ACCOUNT CREATION

Redcentric does not need to create an Azure Tenant account when setting up a MWS Service as this will have been created in the MAS set up. Redcentric will set up Administrator account profiles as requested by the Customer.

As part of the Redcentric MAS Service (please see the separate MAS Service Definition), Redcentric's Support Team will maintain federated administrative rights for all its Customers' Azure accounts and subscriptions. This enables Redcentric to trouble shoot the MWS Service without requiring a dedicated Customer created administrator login.

2.3.3) Subscription Naming Convention

The subscription will need to be named in line with Redcentric's naming convention which includes flexibility for the Customer to enter their own specific details. A naming guideline document will be provided to the Customer.

2.3.4) OS SUPPORTED

Windows 2016 Data Center is supported by MWS (not the Core or Nano versions).

2.3.5) VIRTUAL MACHINE SIZES

All Virtual Machines that are compatible with the supported Windows Managed Server OS are supported. See the Azure website for a complete list of Azure Virtual Machine Sizes.

2.3.6) Managed windows server Build. Deployment and Management

Redcentric will build, deploy and manage Windows Servers. Supporting Azure resources are covered in the MAS Service Definition.

MWS Service build and scoping:

- Customer to define requirements with Redcentric pre-sales. Decisions the Customer should consider at this stage include:
 - o Power on/off cycles
 - Patch windows
 - Application services to be monitored
 - o Backup schedules
 - Backup retention periods
- Pre sales to design the build template or select a standard template
- Pre-sales upload the template into the Redcentric Automated Build Platform (ABP)

Software agents included in the Redcentric Automated Build Platform (ABP) process include:

- Anti-virus software (Sophos)
- Exploit prevention software (malware protection Sophos)
- Patch management software (Kaseya)
- Monitoring software (OS function via WMI and SNMP)

MWS Management Services include:

- Backup
- Patch server at an OS level
- Provide anti-virus
- Provide anti-exploit prevention of both known and never-seen-before malware
- Automatic on/off power schedules
- Checks to ensure compliance (server is in a manageable state)
- Monitoring

The Windows server is created from templates created by Redcentric based on Customer requirements. These templates are stored and can be re-used to create similar resources should the Customer require them.

Other supporting resources, including a recovery services vault, automation account and other scheduled maintenance jobs will also be created.

2.3.6.1) ENDPOINT EXPLOIT PREVENTION SOFTWARE

Endpoint Exploit Prevention software protects endpoints from ransomware attacks by blocking ransomware as soon as it attempts to encrypt your files, and automatically rolls back encrypted file changes returning your data to its original state.

Anti-exploit technology stops threats before they become an issue by recognizing and blocking common malware delivery techniques. This process protects your endpoints from exploit kits and malicious payloads looking to exploit both known and unknown software vulnerabilities.

Removing malware is no longer just a case of quarantine and delete. Sophos Clean technology is used within Endpoint Exploit Prevention to detect the remains of malware and perform a deep system clean. The technology records forensic-level audit logging, tracking every change and cleaning the hidden malware.

If Sophos detects malware it will send an alert to Redcentric who will notify the Customer of the incident.

2.3.7) OPERATING SYSTEM UPDATES AND PATCHING

A Managed Windows Server will receive regular and frequent patching in line with Microsoft's patch schedule for OS patches. Each server is assigned a pre-defined patch window, during which the server will be automatically patched, and rebooted (automatically) if necessary. The patch window for each server is specified by the Customer from one of the following patch windows:

Second Wednesday of each month: Group A - Patch process starts at 7.00am Group B - Patch process starts at 7.00pm Second Saturday of each month:

Group C - Patch process starts at 7.00am

Group D - Patch process starts at 7.00pm

Fourth Wednesday of each month:

Group E - Patch process starts at 7.00am

Group F - Patch process starts at 7.00pm

Fourth Saturday of each month:

Group G - Patch process starts at 7.00am

Group H - Patch process starts at 7.00pm

All times are in UK local time. Please note that the second and fourth Saturday in the month do not necessarily follow the second and fourth Wednesday.

It is recommended that Customers utilise a staging platform for patching, and it is a condition of the service that Customers have ensured that their applications have been appropriately designed to work with the Azure platform so that automated patching and reboots will not affect the availability of the affected applications. Redcentric recommends the Unmanaged Azure Service for development and staging environments so that the Customer can ensure the application and applied patches are appropriate for a production platform in Azure.

If, under exceptional circumstances, a patch causes issues with a Customer application due to an incompatibility with the application, it is the responsibility of the Customer to fix the affected application. If it is not possible for the Customer to fix the application before the patches are scheduled to be applied to the production platform, the Customer may request that patching of those servers is put on hold.

In the situation where the affected servers remain un-patched after their allocated patch window due to incompatibilities with the application, the affected server will be classed as un-managed by Redcentric and the SLA will be voided.

If, under exceptional circumstances, a patch causes issues at an OS level and not an application level, as long as it is not related to an application incompatibility, Redcentric will work with Microsoft to fix the issue. Redcentric may recommend holding off the patching of other servers that could also be affected by this patch.

Where critical patches are issued by Microsoft, Redcentric reserves the right to perform emergency patching to servers outside of the scheduled patch windows if required, for example, but not including when patches for security vulnerabilities are issued. All attempts will be made by Redcentric to ensure that the Customer is notified in advance, and that patching of servers is still performed according to the patch group they belong to.

When a Customer requires automated patching to be performed that is not part of the standard OS patch process, they may raise a change request specifying which patches are required by the Microsoft Knowledge Base (KB) identifier. Missing server name or KB identifier will result in the change being rejected. Raising a change will be taken as acknowledgement that the Customer has tested the patches involved, and that they accept all responsibility for any issue that arises.

In the event of an issue occurring after installing these patches, the only method of recovery will be to restore from the most recent known-working backup.

Custom patching will be performed during working hours, and may not take place at the same time as the regular scheduled OS patches.

Public internet access is required from the virtual network that a managed server sits in. This is to allow communication with the patch management system for non N3 / HSCN Azure Virtual Networks. For N3 / HSCN Virtual Networks, an extra Management Server is required to allow patching of servers that are not allowed direct connectivity to the internet, which will be chargeable based on resource consumption.

2.3.8) MICROSOFT MAINTENANCE

Microsoft performs periodic routine maintenance to the Azure platform that includes patch management of the host servers that Customer Managed Servers sit on, and sometimes this includes a reboot of the host. This is performed automatically, and Microsoft will usually notify Redcentric and our Customers if a reboot is necessary. So that Customer applications are still available during these maintenance windows it is expected that the applications are designed appropriately, so that servers are placed in relevant availability sets to make use of update domains. It is the responsibility of the Customer to ensure that their applications running on Azure have been designed to work on the Azure platform and make use of features such as availability sets to ensure the applications remain available during maintenance windows.

2.3.9) BACKUP

Backups of Windows Servers are performed daily using the Azure Backup service, and are point in time, whole server only. This includes the OS and data disks. There is no granular selection of files that are backed up. Servers can be backed up to any region that supports the Azure Recovery Services Vault. This includes the UK South, UK West, North Europe, and West Europe regions.

The storage that is consumed for the backups will be billed in line with standard Azure consumption billing. Further details can be found here: https://azure.microsoft.com/en-gb/pricing/details/backup/.

Backups will be kept for a minimum of 7 days, and the customer can specify how long to keep them for on a per Server basis.

2.3.10) SERVER MANAGEMENT

Both the Customer and Redcentric will need to be able to access the Managed Server. The Customer will need access to manage their applications, and Redcentric will need access to manage the server.

Customer access will need to be designed into the solution so that the Customer has network connectivity into the environment to reach the Windows Server. This may be achieved, for example, by means of a Jump Box, or by direct routing from the Customer's corporate network. Regardless of which mechanism is utilised, this is a Pre-Sales task.

Redcentric Access is achieved through the use of the management network that is provisioned as standard with every Managed Azure Subscription. Redcentric will access the server through a Network Interface Card (NIC) on the server, which means at least one NIC must have a static IP address assigned to it and be routable from the management network.

For each Windows Server, Redcentric will provision an administrator login that must not be removed or disabled by the Customer. This login is required by Redcentric engineers to ensure that the server can be managed and is supportable. If the Customer removes this login, or for whatever reason makes it unavailable to Redcentric, then the server will become unsupported (because Redcentric access has been disabled), at which point the

SLA is void and the Customer will be contacted to either restore Redcentric access or to discuss the type of service (managed or unmanaged) that they require.

As this is a Managed Service, Redcentric has the right to decommission any servers that are not supported within the terms of the Service.

By default, Customers will not have permission to access a server. When they need to access it, say to install an application, or maintain existing applications, they must request access by raising a support ticket. Redcentric will then provision the Customer with a timed login for them to use during the requested time period.

2.3.11) SERVER MONITORING

LogicMonitor Cloud Connector is the tool that Redcentric will use for monitoring the servers. As standard this will monitor the following:

- disk read bytes
- disk read operations per sec
- disk write bytes
- disk write operations per sec
- network in
- network out
- percentage CPU utilisation
- uptime / downtime

The Redcentric monitoring systems are aware of the power on/off schedules and will not issue alerts during scheduled downtime.

Logic Monitor Local Collector monitors a more advanced set of metrics (such as whether a process is running, whether a specific event has been added to the Event Log on the server etc.). Customers who feel their server requires advanced metric monitoring must discuss this with Redcentric Pre-Sales and with Redcentric Support to determine what to monitor and when/how to send alerts.

2.3.12) AUTOMATED POWER ON/OFF

A Customer can choose whether to have their server powered on/off on a regular daily schedule (note the same schedule applies to every day of the week), and deciding on this schedule is a Pre-Sales activity.

When the Customer works with Redcentric Pre-Sales to create the Power on/off schedule, consideration will have to be made with respect of the patching windows (see Section 2.3.7).

2.3.13) STORAGE

The Managed Windows Service only supports managed disks attached to servers. However, any configuration of managed disk is supported where Azure supports it. This includes the choice of HDD or SSD where supported for a chosen Virtual Machine size, but is restricted to Local Redundant Storage (LRS).

2.4) USING THE REDCENTRIC 'AZURE BILLING' PORTAL

When Customers receive a Redcentric bill for their monthly MWS service they will receive a bill that has:

- An amount for their Azure resource usage (both MAS and MWS resources) which is charged at the prevailing Azure pay-as-you-go rates.
- An amount for management of both MAS and MWS Azure resources. This amount is a percentage of the Azure usage amount.
- An amount labelled MWS Management Service (a monthly fixed fee for management of each of the Windows Server(s), for the Services described in this Service Definition).

All provisioned servers with a MWS Service will incur the monthly MWS fee regardless of whether they have run during the month (because they are still being actively managed).

The details of Azure resource consumption that make up the Azure resource usage bill can be accessed using the Redcentric Azure Billing Portal. Customers should note that charges for management of Azure resources and MWS Management Service are not displayed in the Billing Portal. Only Azure resource consumption billing data is in the Redcentric Azure Billing Portal, Redcentric management charges are on the Redcentric bill, along with the Azure resource usage charge.

Customers will receive user ids 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.

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

2.5.1) WINDOWS SERVER HEALTH

Redcentric will manage the server for usage thresholds for processor, memory and disc capacity, and will receive alerts if the thresholds are exceeded. Redcentric Support teams will manage the resolution of these alerts to ensure capacity thresholds are not exceeded.

Redcentric will monitor for responses to polling requests and will receive alerts if there is no response to the polling request and will investigate accordingly.

2.5.2) Azure 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.

Customers are responsible for checking their Service availability on a monthly basis, and 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 send the details to Redcentric Support for further investigation. 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 as a service credit on the monthly bill.

Customers should review the Service Level Agreements for Microsoft Online Services using the following link: https://www.microsoft.com/en-gb/Licensing/product-licensing/product-licensing/products.aspx. Please see Section 4) of this Service Definition for more information about Service Levels and Service Credits. Customers should note that scheduled maintenance outages by Microsoft do not count as downtime.

2.6) SUPPORT SERVICES FOR MANAGED WINDOWS SERVER

Redcentric provides support Services, as described in this section 2.6 of this Service Definition, to nominated administrators within the Customer business. Only those nominated administrators can contact Redcentric support for assistance. Customers will need to provide a list of their nominated administrators as part of the on-boarding process.

2.6.1) AZURE ADMINISTRATION SUPPORT

As part of the Redcentric MWS Service, Redcentric's Support Team will provide account/subscription administration and billing support to Customers. This will include basic items such as Azure user name and password management and support using the Redcentric Azure Billing Portal.

2.6.2) AZURE TECHNICAL SUPPORT

Azure Technical Support is provided using Redcentric as the first line support contact who will raise and log tickets. These tickets will be escalated on to Microsoft when detailed technical analysis is required. Redcentric will manage the resolution of the ticket with Microsoft.

2.7) MANAGED WINDOWS SERVICES SUBSCRIPTION DURATION AND TERMS

2.7.1) Duration

MWS servers are contracted for a minimum of 6 months. If Redcentric and the Customer agree that a Customer's initial Order has been over-sized and this is confirmed by a Redcentric optimisation, then servers can be decommissioned (or re-sized) and removed from the MWS and the Customer will not be charged. See Section 2.10) for details on cancelling subscriptions.

Note that different minimum durations apply if a reserved instance subscription is used. Details are available upon request.

2.7.2) 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

2.8) BILLING RULES

The billing model is prescribed by Microsoft.

- The Customer is invoiced by, and makes payment to, Redcentric.
- Customer is billed in advance for Managing Windows Servers by Redcentric.
- The Customer's invoice is based on the number of servers they have managed by Redcentric. Bills are for an entire month even if the service is cancelled mid-month.

2.9) SERVICE SUSPENSION

Non-payment of any of Redcentric's invoices in respect of Redcentric MWS Service will result in all the Customer's subscriptions 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.

2.10) SERVICE CANCELLATION

After the initial 6 months of the contract the Customer can cancel the MWS service and the associated MAS Azure resources. A cancellation requires a one month notice period.

2.11) SERVICE RENEWAL

A MWS Service will renew automatically every month after the initial 6 months. 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.

2.12) PRODUCT USE RIGHTS AND RESTRICTIONS

The rights of the Customer in respect of the use of Redcentric's MWS 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.

2.13) HYBRID USE RIGHTS

2.13.1) OVERVIEW

With Azure Hybrid Use Benefit, Windows Server and SQL Server Customers can run Windows virtual machines on Azure at a lower rate by using their on-premise Windows Server and SQL Server licenses. Each licence will cover the cost of the OS on up to two virtual machines, leaving the Customer to just pay the compute costs.

Customers must have Software Assurance for Windows and SQL Servers to use this benefit and it is the Customer's responsibility to ensure they have valid Software Assurance if they are using Hybrid Use Rights. The hybrid use benefit applies to new virtual machines, moving a few existing workloads, or migrating an entire datacentre.

2.13.2) IMPLEMENTING HYBRID USE RIGHTS

The service offers customers a choice of whether to use their own Windows Server 2016 licences in their managed subscriptions, or to use a licence from the Azure platform. Customer's using their own licences may save up to 40% (this information is accurate at the date of this Service Definition) on the overall cost of the virtual machine (VM) if they have spare licences to use.

If the Customer chooses to use their own licence, they need to ensure that they have the appropriate Hybrid Use Benefit (HUB) (e.g. On-Premise Windows Server licences that include Software Assurance) so that they can use those licenses in Azure. When a virtual machine is created, it will be created from a HUB VM offer instead of a standard VM offer. If a Customer wants to migrate a VM to an Azure provided licence in the future, the VM will need to be deleted and re-provisioned. Data disks associated with that VM may be re-used if necessary, but the OS disk and temporary disks will be rebuilt, and any application or data re-deployed. Redcentric will perform this work for the Customer under a separate and chargeable Order.

Customers are responsible for ensuring they have an appropriate HUB and correct licences and quantity available to be used for the VMs in Azure. If HUB is not in place, or the Customer does not have enough of the correct licences available, and if audited by Microsoft, Redcentric will pass on to the Customer any costs incurred due to non-conformance of OS licences

If a Customer chooses to use Azure provided server licences, the cost of the licence is included in the overall cost of the VM. It is not listed as a separate item in the breakdown available through the billing portal.

2.14) DATA LOCATION

Customers using the MWS service should refer to the Redcentric Managed Azure Service Definition for information regarding the location of their data.

2.15) EXCLUSIONS

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

- 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 2.7.2 (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 MWS unless so specified in the Customer's Order. Additional professional services require a separate Order and are defined and priced upon application.

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 a Customer wishes to raise the limit or quota above the default limit, they can raise a ticket with Redcentric Support. The limits cannot be raised above a maximum limit as specified by Microsoft, although for some Azure resources there is no maximum limit. Redcentric will verify the request is valid and will raise a ticket with Microsoft and manage the ticket through to resolution. If Redcentric feel that an increase in resources is required for a particular server the Customer will be contacted and approval sought prior to Redcentric requesting the increase.

MWS does not support Azure Scale Sets.

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 UAS service in Azure.

3.2) ACCEPTANCE & LAUNCH

- Redcentric will provision the server based on the pre-sales qualification sheet.
- Pre-launch testing will be completed and the server will be accepted into Redcentric Support.
- The Customer will be notified that the server is ready for configuring for applications.
- The Customer can then raise a request for access to the server.

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. If a Customer thinks a SLA has been breached they should raise a ticket with Redcentric Support. Redcentric will investigate the report and if a breach is confirmed Redcentric will apply for the service credit on behalf of the Customer. 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 MWS or 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:

Minutes in the Month – Downtime x 100

Maximum Available Minutes

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%

Monthly Uptime Percentage	
<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 UAS service.

5) DATA PROCESSING

5.1) DATA PROCESSING SCOPE

In the MWS Service Redcentric is responsible for managing the Azure resources required to enable a Windows server to run on Azure. Redcentric manages resources up to the OS level while the customer is responsible for the application and the data.

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

In terms of operating MWS, 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 MWS, but these commands are infrastructure related and are not processing data.

5.2) DATA STORAGE AND UNENCRYPTED DATA

The Virtual Machine (VM) that is the platform provided by this service consists of CPU cores, GB RAM, network access and working storage for application data that is being processed. In the course of normal operations, the platform generates operational data such as log files. Redcentric has access to this data because it has administrator rights to the VM. This operational data does not contain Customer specific application data, including Personal Data.

The VM will be using local working memory to process application data, and Redcentric has access to this data because it has administrator rights to the VM. In the course of normal operations Redcentric has no reason to, and will not, access this data except in the course of providing support, which will be at the request of and in conjunction with the Customer. The customer has the option to encrypt data in local working memory.

The Customer has the option to encrypt data that is stored in the Azure storage servers in which case it is not technically possible for Redcentric to access that data. Redcentric could access unencrypted data, however, in the course of normal operations Redcentric has no reason to, and will not, access this data except in the course of providing support, which will be at the request of and in conjunction with the Customer.

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

The Customer has the option to encrypt data that is stored in the Azure storage servers in which case it is not technically possible for Redcentric to access that data. Data can also be encrypted prior to being transported to the Azure storage vault.

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 Customer, has login rights to the Windows server that enables it to access, copy, process and back up data as it wishes.

5.8) SECURITY ARRANGEMENTS AND OPTIONS

The Azure resources provided by MWS are hosted at Microsoft datacentres with physical data centre security and cyber security measures (e.g. Firewall) in place. Access to the Customer's MWS resources to provide management services is restricted to Redcentric authorised support personnel.

Customers requiring access to their server will raise a ticket with Redcentric Support and will be granted secure, limited time, access to a specific VM. This access will not enable the Customer to access the other Azure resources within their subscription.

5.9) SERVICE OPTIONS

None.

6) ROLES AND RESPONSIBILITIES

Responsibilities

Redcentric

- Design, build, deploy and manage the Windows Server.
- Guidance on appropriate Microsoft documentation to be completed.
- Complete the MWS qualification and MWS on-boarding documents.
- Administrative support on the account and billing portal.

Customer

- Comply with appropriate license agreements.
- Comply with appropriate Microsoft agreements.
- Ensure Redcentric always have access to the VM (except during a scheduled power off).
- Pay bills within the prescribed timelines.

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