

Managed Cloud Support Service

Service Description for G Cloud 15

This Service Definition describes OryxAlign's Managed Cloud Support Service, a proactive, expert-led cloud support ensuring secure, resilient, and optimised cloud environments, available via the UK Government G-Cloud 15 framework.

It is intended to provide public sector buyers with a clear understanding of the service scope, delivery model, security controls, resilience, and support arrangements.

Table of Contents

Introduction	4
Service Definition	6
1. Qualification	6
2. Account Creation	6
3. Managed Azure Services Build, Deployment and Management	7
4. OryxAlign Billing Portal	7
5. Service Health	7
6. Scope of Management Services	7
7. Managed Azure Services Subscription Duration and Terms	8
8. Billing Rules	8
9. Service Suspension	9
10. Service Cancellation	9
11. Service Renewal	9
12. Product Use Rights & Restrictions	9
13. Data Location	10
14. Exclusions	10
15. Optional Professional Services	10
16. Subscription Limits, Quotas & Constraints	11
17. Change Management	11
18. Naming Subscriptions	11
Implementaton & Acceptance	11
Service Levels & Credits	11
1. Microsoft Service Levels	12
2. Microsoft Service Credits	12
Data Processing	13
1. Data Procesisng Scope	13
2. Data Storage & unencrypted Data	13
3. Data Processing Decisions	13
4. Service Configuration with Respect to Data	13
5. Data Backup	14

Introduction

1. In this document:

“Azure” refers to the service of that name provided by Microsoft to its customers;

“Managed Azure Service(s)” refers to the set of Azure resources that are set up and managed by OryxAlign to enable Azure services to run and be managed by OryxAlign, as described in this Service Definition;

“Microsoft Customer Agreement” is explained in paragraph 7 of this Service Definition.

2. The Microsoft Azure service itself is provided directly to customers by Microsoft and is not provided by OryxAlign.
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 Customer Agreement with Microsoft. Please see paragraph 7 in the Service Description.
4. The OryxAlign Managed Azure Service services are defined in detail in this Service Definition. In summary they consist of the following:

As a Microsoft Cloud Solution Provider (CSP) (see paragraph 5 below), OryxAlign 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 OryxAlign (on the basis that the Azure service will be supplied by Microsoft to the customer direct, as described in paragraphs 2 and 3 above);

Use of the OryxAlign billing portal (see section 4 of this Service Definition); and

Support Services (see section 2.6 of this Service Definition).

5. The OryxAlign services are offered to customers as part of OryxAlign’s wider portfolio of Hybrid Cloud Services. OryxAlign is a Tier 2 Microsoft Cloud Solution Provider (CSP). This CSP status allows OryxAlign to offer Microsoft’s range of public cloud services alongside OryxAlign’s other managed network and IT services, namely:
 - a) Azure
 - b) Azure
 - c) Office 365
 - d) Microsoft 365
 - e) Azure professional services and service management

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. OryxAlign does not have any ability to influence changes to Microsoft agreements, which apply to all Microsoft CSP customers. OryxAlign 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 OryxAlign's provision of OryxAlign Managed Azure Services (such as contracts and solution provider program documents). Such changes may necessitate changes to this Service Definition.

7. Implementation, Configuration and other Professional Services

If required by the customer, OryxAlign 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

8. 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/>

9. Access Methods and System Requirements

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

Azure resources can be consumed using mobile devices. OryxAlign 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.

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

Service Definition

This Section describes the OryxAlign Managed Azure Service (MAS) which consists of the common underlying infrastructure and the Service specific infrastructure, all of which is managed by OryxAlign.

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).

1. Qualification

Customers who have expressed an interest in the MAS will be required to consult extensively with the OryxAlign Cloud Solutions team. The objective is to make sure that OryxAlign understands the customer's requirements with regards to the Managed Azure Service.

2. 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 OryxAlign their new service will be set up in a new subscription within their existing account.

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

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

3. Managed Azure Services Build, Deployment and Management

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

4. OryxAlign Billing Portal

When customers receive an OryxAlign bill for their monthly usage of Azure resources they will receive a bill which has a single line cost for the monthly Azure consumption and usage.

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

Using the OryxAlign 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 OryxAlign by Microsoft, and as such enables detailed bill/usage analysis. For support in using the OryxAlign Azure Billing Portal customers should contact OryxAlign support.

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

5. Service Health

The customer's primary contact as designated on the Azure Active Directory will receive Azure outage notifications directly from Microsoft. These notifications are for customer's consuming a specific Azure resource, and as such OryxAlign 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 OryxAlign Support and provide the relevant details. If this is the case OryxAlign 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>

6. Scope of Management Services

OryxAlign 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 OryxAlign common

underlying infrastructure as required and as agreed between OryxAlign and the customer under change management (see Section 9 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

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

7. Managed Azure Services Subscription Duration and Terms

All subscriptions in Azure are created with no restrictions on duration. See Section 9 for details on cancelling subscriptions.

The customer is required to accept and enter into a Microsoft Customer Agreement and its related documents before OryxAlign can provide Azure based products and services. If Microsoft updates the Microsoft Customer Agreement, then the customer must accept the new Customer Agreement at or before the anniversary date of its Contract with OryxAlign.

The latest version of the Microsoft Customer Agreement can be found using the following link:
<https://www.microsoft.com/licensing/docs/customeragreement>

8. Billing Rules

The billing model is prescribed by Microsoft.

- a) The customer is invoiced by, and makes payment to OryxAlign
- b) Invoices are issued monthly in arrears and payment is due within 30 days of the invoice being issued
- c) The customer's invoice is based on Azure resource consumption, as measured by Microsoft
- d) 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>

- e) The OryxAlign 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.

9. Service Suspension

Non-payment of any of OryxAlign's invoices in respect of OryxAlign 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 OryxAlign 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 section 9 does not affect OryxAlign's rights and remedies in relation to late payment of OryxAlign's charges.

10. 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.

11. 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 Customer Agreement if it has been updated in the previous year.

12. Product Use Rights & Restrictions

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

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

13. 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 Customer 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, OryxAlign 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.

14. Exclusions

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

- a) 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;
- b) The design and performance of the customer's computing environment;
- c) The design and performance of the customer's Internet connectivity unless provided by OryxAlign (under one or more separate orders);
- d) The performance, compatibility and connectivity of mobile devices;
- e) Any impact of Azure, including software updates, on the customer's computing environment.

15. Optional Professional Services

OryxAlign 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.

16. Subscription Limits, Quotas & 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 OryxAlign to raise the limit or quota above the default limit, OryxAlign 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.

17. Change Management

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

18. 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.

Implementaton & Acceptance

The customer must pass a credit check, sign the required Microsoft agreements and sign a OryxAlign contract before OryxAlign will start setting up the MAS service. OryxAlign will set up the Azure Account (for new customers) and the Managed Azure Service subscription for both new and existing customers. OryxAlign will set up users ids and passwords for the billing portal.

The customer is billed based on usage monthly in arrears.

Service Levels & Credits

1. Microsoft Service Levels

Azure Service Levels are provided by Microsoft, and not by OryxAlign 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 Customer Agreement and the related documents. Microsoft's service terms can be accessed: <http://www.microsoftvolumeicensing.com/Downloader.aspx?documenttype=OST&lang=English>

2. Microsoft 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 Customer Agreement.

Microsoft will pay to OryxAlign any service credits that are due in respect of the customer's Azure service. OryxAlign will credit to the customer any service credits that OryxAlign receives from Microsoft in respect of the customer's Azure service. 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 is 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 is 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:

<99.9% monthly uptime percentage	=	10% Service Credit
<99% monthly uptime percentage	=	25% Service Credit
<95% monthly uptime percentage	=	100% Service Credit

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.

Data Processing

1. Data Processing Scope

In the Managed Azure Service (MAS) OryxAlign is responsible for managing the Azure resources required to provide a common infrastructure to support other OryxAlign Azure Services. Customers take MAS to provide the platform for other OryxAlign Azure managed services for which OryxAlign 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 an OryxAlign Azure managed service, OryxAlign 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 OryxAlign who issues these commands for MAS, but these commands are infrastructure related and are not processing data.

2. Data Storage & 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. OryxAlign may access these files for service management purposes, but these files do not contain customer specific application data.

3. Data Processing Decisions

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

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

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 OryxAlign as requested by the customer. The service configuration does not involve customer data.

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 OryxAlign 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 OryxAlign would not access any data taken for server backup purposes.