

CLLOUD SERVICE PROVIDER TERMS AND CONDITIONS

As Client's Microsoft Cloud Solution Provider ("CSP"), Red River Technology LLC or one of its affiliates ("Red River") will provide basic technical support for the Microsoft subscriptions purchased by Client through Red River. technical support means Red River will provide general advice for configuration management tasks, fulfilling requests to add or remove subscriptions, basic troubleshooting of incidents, and escalation to Microsoft for advanced support. Red River technical support is available to the Client's authorized personnel as identified by Client, such as IT staff or other Client personnel responsible for managing the Client's cloud services. technical support does not include direct support for end users. Client is the entity receiving services under these terms. Client may also be referred to as Customer.

1. TECHNOLOGY SUPPORT SERVICE DESK MODEL

The Client is responsible for providing direct support to its end users. The Client will identify its personnel, such as IT staff, who will be authorized to open tickets with Red River. The Client's authorized personnel may contact Red River for technical assistance related to Microsoft subscriptions purchased through Red River.

Table 1: First Points of Contact ("FPOC")

Time of Day	Client End-Users' FPOC	Client IT Staff's FPOC
24x7x365	Client Service Desk	Red River Service Desk

2. MICROSOFT ASSOCIATIONS AND AGREEMENTS

Client agrees to establish a Microsoft reseller relationship with Red River and grant delegated administrator privileges to Red River. A Global Administrator of Client's Microsoft 365 tenant must navigate to this [link](#) to authorize Red River to be a Microsoft Cloud Solution Provider for Client (this will not impact any other Microsoft or Microsoft reseller relationships which the Client may have). Once Red River is the authorized Microsoft Cloud Solution Provider for Client, Red River will send a separate link for Client completion, prior to provisioning the licenses, to establish the appropriate access needed to the support Client's Microsoft tenant. Client must also accept the [Microsoft Customer Agreement](#).

Please note that the link will show "CWPS" (former name of Red River Managed Services LLC) as the reseller name in the invitation. Once authorization is complete, the Microsoft Admin Portal will show "Red River" as one of the Client's authorized resellers.

3. SERVICE DELIVERY AND SERVICE LEVELS

REMOTE SUPPORT. Red River will provide remote technical assistance for any service request or incident submitted by the Client, 24x7x365. The Client may submit the request or incident via telephone, email, or portal access to the Red River Service Desk.

SERVICE LEVELS. The following service level commitments specify the parameters for minimum level of service for the stated services.

Table 2: Service Level Agreement Performance Targets

Incident Response Time for Severity Level Priority Codes	SLA Response Time	Expected Performance	Measurement Tool
Sev1 Critical Client must open ticket by phone	< 1 hour, 24x7x365	95%	ServiceNow
Sev2 High Client must open ticket by phone	< 4 hours, 24x7x365	95%	ServiceNow
Sev3 Medium	< 24 hours, 24x7x365	95%	ServiceNow

Sev4 RFC	< 2 Business Days	95%	ServiceNow
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SERVICE LEVEL PRIORITY CODES

- a. Service Level Priority Codes are assigned and agreed upon by Red River and Client when the ticket is reported to the Red River Service Desk. Client may initially assign the Service Level Priority Code through the Red River Service Portal or through a telephone call to the ServiceDesk.
- b. All email requests are assigned a Sev3 Medium service level priority by default. Red River will assign a Sev1 Critical service level if the email received from Client is a properly formatted Client Sev1 Critical notification email.
- c. For Sev1 Critical support requests, Client must submit the request through Red River's Service Desk Line or the Client Portal. This applies to all hours of the day. Email requests will not receive Critical service level priority.
- d. An incident is an unplanned interruption to a service or reduction in the quality of service ("Incident").
- e. For purposes of these services, an hour means sixty (60) consecutive minutes.
- f. Business Days are Monday through Friday, 8:30 a.m. to 5:00 p.m. Eastern.

SERVICE LEVEL DESCRIPTIONS.

Sev1 Critical – The Incident results in the failure of the complete software system, of a subsystem, or of a software unit (program or module) within the system to the extent that productivity has halted. There is no way to make the failed component(s) functional, however, there are acceptable processing alternatives which will yield the desired results. Fifty percent or more of production system(s) is down causing a critical impact to the Client's business operation (i.e. an entire business unit, location or department is down, a critical application is down or unavailable and or there is a current and immediate impact to safety, health, or life, productivity halted and no work around is available).

Sev2 High – Operational performance of the system(s) is impaired but causes the system to produce incorrect, incomplete, or inconsistent results, or the defect impairs the system usability: A critical application is severely degraded or a non-critical application is down or unavailable and productivity is significantly impacted. Sev2High is an inconvenience to users, but a workaround is available, although the workaround may only provide partial relief.

Sev3 Medium – The Incident does not cause a failure or impair usability and the desired processing results are easily obtained by working around the defect. Sev3 Medium is a minor failure of the system(s) or a device that has a negligible impact to the business operation or is isolated to only one endpoint or User.

Sev4 RFC (Request for Change) – Request for Install, Move, Add, and ("IMAC") Change. Consists of the installation, move, add, and change of authorized configuration, hardware and/or software.

Scheduled Request - Service Request for work to be scheduled in advance that does not require a Service Level Agreement target.

4. CLIENT RESPONSIBILITIES

- a. CLIENT shall designate one employee, which CLIENT may change from time to time, as its technical liaison to Red River. CLIENT shall notify Red River of a change with reasonable advance notice.
- b. During the term of the services and for one (1) year following the termination or expiration of the services, neither party shall solicit, recruit, hire or otherwise employ or retain the employees (either as employees or consultants) of the other who are involved in the performance of services.
- c. CLIENT is responsible for supporting end users.
- d. CLIENT is responsible for implementing configuration changes.

5. EXCLUDED SERVICES

- a. Support for hardware, software, or services other than the Microsoft subscriptions purchased by the Client through Red River.
- b. Implementation of configuration changes is not included.
- c. Direct support to end users.

6. TERM AND TERMINATION

SERVICE TERM: The term of the services begins upon the initial activation of Microsoft subscriptions by Red River on behalf of the Client and will continue as long the Client maintains active subscriptions purchased through Red River. The Client may purchase subscriptions for one or more of the following subscription terms:

OPTION 1: ANNUAL COMMITMENT, UPFRONT PAYMENT. Red River will invoice the Client for the full annual license subscription upon activation or renewal of the subscription. Decreases in license counts and substitution of license types are not permissible during the one-year period. Increases in license counts are permissible but not co-terminus with existing subscriptions and will result in multiple subscription renewal dates. Microsoft pricing is only guaranteed during the initial committed term.

OPTION 2: ANNUAL COMMITMENT, MONTHLY INVOICING. The Client is obligated to pay for the full one-year term. Red River will invoice the Client monthly, starting upon activation or renewal of the subscription. Decreases in license counts and substitution of license types are not permissible during the one-year period. Increases in license counts are permissible but not co-terminus with existing subscriptions and will result in multiple subscriptions renewal dates. Microsoft pricing is only guaranteed during the initial committed term.

OPTION 3: MONTHLY COMMITMENT, MONTHLY INVOICING. Red River will invoice the Client monthly, starting upon activation or renewal of the subscription. During the one-month subscription, the Client may increase license counts at any time. Decreases in license counts and substitution of license types are not permissible during the one-month period. Monthly subscriptions are typically 20% higher than annual subscriptions. Not all SKUs have a monthly subscription option. Microsoft pricing is only guaranteed during the initial committed term.

Each Microsoft subscription ordered by the Client will automatically renew at the end of the subscription term for a duration equal to each original subscription term unless cancelled by the Client at least 15 days prior to the renewal date.