# Service Certificate Version 1.3 valid from 01.01.2026:

## Service Certificate – STACKIT Windows Server

#### **Service Name**

**STACKIT Windows Server** 

## High level service description

STACKIT offers Standard images (e.g. "Windows Server 2025 Standard"), which can run on the STACKIT Compute Engine (see separate Service Certificate for <u>STACKIT Compute Engine</u>) and are based on the Microsoft Windows Server operating system. Customers can select the operating system image suitable for their use case from the predefined variants in the STACKIT Cloud Portal or via the STACKIT API.

#### **Service Plans**

The current operating system versions STACKIT provides are shown below:

Operating system version	Minimum RAM	Minimum vCPU	Minimum Local Disk	Microsoft support end d
Windows Server 2016	2 GB	1 vCPU	32 GB	01/12/2027
Windows Server 2019	2 GB	1 vCPU	32 GB	01/09/2029
Windows Server 2022	2 GB	1 vCPU	32 GB	10/14/2031
Windows Server 2025	2 GB	1 vCPU	32 GB	11/14/2034

When selecting the underlying STACKIT Virtual Machines ("STACKIT VMs") by the Customer, it must be ensured that the minimum requirements of the respective operating system version are met. If the Customer selects STACKIT VMs that fall short of the minimum requirements shown, operating errors or failures may occur during the operation of the Windows Server; errors or failures that occur due to an inadequate selection of underlying STACKIT VMs by the Customer are not subject to any warranty and/or service level (in particular no availability agreement) or liability on the part of STACKIT; Section 15.1 of the Terms of Use remains unaffected.

#### Metric

A Windows Server licensing fee is charged based on whether the Customer chooses a machine
type with dedicated or shared vCPUs. For each option, fees are based on the number of vCPUs
of the VM created by the Customer and per hour started. As soon as a VM is deleted by the
customer, the calculation of the respective VM ends (Creation of the VM until deletion of the
VM minus any shelving periods. Shelving corresponds to stopping the VM with cancellation of
resource reservation).

- The Windows Server licensing fee charged by STACKIT does not include licensing required for Customer's required Remote Desktop Service Users (if any). The Customer is solely responsible for correct licensing of his Remote Desktop Service Users.
- For other resources used by the Customer in conjunction with the STACKIT Windows Server such as Compute Engine (VM), Block Storage and Backup Storage, a separate charge is made according to the conditions specified in the respective Service Certificates.

# **SLA specifics**

- The STACKIT Windows Server is considered available when the respective images are available and can be used to create VMs on STACKIT Compute Engine.
- STACKIT provides the Windows Server operating system versions until the official Microsoft support end date.

#### **Backup**

Backup and restore are the responsibility of the Customer.

#### Additional terms

- The following additional conditions apply to the use of Windows Server:
  - Cloudbase-Init: <u>cloudbase-init/LICENSE at master · cloudbase/cloudbase-init · GitHub</u>
     (Apache 2 License)
    - Installation source: Releases · cloudbase/cloudbase-init (github.com)
  - Virtio-win.iso: License (virtio-win\_license.txt) can be found in the root folder of the ISO source file
     Installation source: <a href="https://fedorapeople.org/groups/virt/virtio-win/direct-downloads/archive-virtio/">https://fedorapeople.org/groups/virt/virtio-win/direct-downloads/archive-virtio/</a>
  - Management of the operating system is the sole responsibility of the Customer. In particular, the Customer is responsible for updating the operating system, when and if Updates are available, pursuant to the Microsoft life cycle policies for Windows Server set forth at Fixed Lifecycle Policy Microsoft Lifecycle | Microsoft Learn.
  - The Customer may use VMs to install and run software licensed separately by the Customer.
  - Management of other software on the VMs is the sole responsibility of the Customer.
     This includes, but is not limited to, installation, operation, the import of updates and patches, maintenance, backup and support.
  - o The Customer is responsible for the security of its virtual machine and operating system.

## **Additional licensing rules**

• The following additional licensing rules apply for Windows Servers based on a Standard image licensed and provided by STACKIT:

- o STACKIT is responsible for notifying Microsoft of the Customer's monthly license usage regarding the selected operating system. For this purpose, a scanning agent is installed on each Windows Server which scans the installed Microsoft products once a day. The Customer must ensure that the scanning agent is not uninstalled and that the scanning activities are not deactivated, changed or removed. Upon being requested by STACKIT, the Customer shall cooperate with STACKIT to resolve problems with the scanning agent or grant STACKIT temporary access to the affected Windows Servers to resolve any problems that arise.
- o Furthermore, STACKIT is entitled to verify the Customer's license compliance by means of a separate verification ("audit") or to have it verified by external independent auditors. The Customer shall provide STACKIT and the independent auditor (if any) with all relevant information reasonably requested to verify license compliance (including proof of licenses for Microsoft products used by the Customer) and grant STACKIT and the independent auditor access to all Windows Servers on which these products are used as part of the audit.
- STACKIT only provides the license for the Windows operating system. The Customer is responsible for any additional Microsoft licenses related to their Windows Server (e.g. Remote Desktop Service licenses, Microsoft SQL Server licenses).
- The Customer can use Microsoft's Flexible Virtualization Benefit to bring his own Remote Desktop Service Subscription Access License, and to bring his own licenses for additional software if the Customer has subscription licenses or licenses with Software Assurance. The customer is referred to the applicable Microsoft Product Terms to determine when Flexible Virtualization Benefit applies and how to exercise those rights.
- The license granted to the Customer is also subject to the additional terms and conditions of the End User License Agreement (EULA) of Microsoft.
- o If Microsoft reasonably believes that the Customer is not complying with the End User Agreements and unlicensed Microsoft software is used, STACKIT is contractually bound to cooperate appropriately with Microsoft to investigate and remedy the non-compliance of the Customer. If the Customer is not able to remedy the non-compliance within a reasonable period of time specified in the information, STACKIT has the right to extraordinarily terminate the Customer's affected Windows Servers.
- Microsoft Windows and the Microsoft Windows Logo are protected trademarks of Microsoft.

Annex: **Exportability** (Online Register)

Data Type	Description	Exportable (Yes/No)	Format	Additional notes
Customer data	Data stored by the customer in the created	Yes	various, depending on	The data on the volume can be

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	virtual disks (volumes) using Windows Server images.		the customer data	exported. For this purpose, the virtual disk can, for example, be attached to a VM, and the customer data can be accessed (using the operating system or additional applications, e.g. ssh).
	Metadata of the Windows Servers created using Windows Server images.	Yes	JSON	Server, volume and image metadata can be queried via laaS API
	Data for the created servers, installed software, and users who have access to the OS is stored in the licensing reporting system.	Yes	xlsx/csv	This customer's data can be exported from the licensing reporting system only by STACKIT
User Accounts & Permissions	Access to STACKIT project	Yes	JSON	General access to the STACKIT project can be seen in the "IAM and Management" section in the STACKIT Portal.
System Metrics (Instances / Resources in Use)	Performance data of the instance / resource in use (e.g., CPU	No	-	We do not collect any performance parameters

	usage, memory usage)			from Windows Servers.
	Sizes and Capacities Capacities of the available resources / instances	Yes	JSON	The Image, Compute and Block Storage resources used can be queried via the laaS API
System properties (Instances / Resources in use)	Versions and information necessary to check compatibility	Yes	JSON	Windows Server image and operating system version from which the servers are created can be accessed via laaS API
Product / service-related data (product properties)	Configuration data and source code	No. Company confidential STACKIT.	-	
. ,	Log Data (non- personalized and personalized) System-status, Technical- events, etc.	No. Company confidential STACKIT.	-	
	Log Data (non- personalized and personalized) to STACKIT laaS API Login/Logout of User, User activities	Yes	JSON	All API-Calls to STACKIT laaS API via STACKIT Audit Log

# Service Certificate Version 1.2 valid until 31.12.2025

## Service Certificate – STACKIT Windows Server

#### **Service Name**

**STACKIT Windows Server** 

# High level service description

Microsoft Windows Server ("Windows Server") is based on the STACKIT Compute Engine and provides virtual machines ("VM") capable of running the Microsoft Windows operating system. STACKIT offers Standard images (e.g. "Windows Server 2022 Standard") and customers can select the Windows Server variant suitable for their use case from the predefined variants in the STACKIT Cloud Portal or via the STACKIT API.

#### **Service Plans**

Windows Servers can be configured in the operating system versions shown below:

Operating system version	Minimum RAM	Minimum vCPU	Minimum Lokal Disk	Microsoft support end date
Windows Server 2016	2 GB	1 vCPU	32 GB	01/12/2027
Windows Server 2019	2 GB	1 vCPU	32 GB	01/09/2029
Windows Server 2022	2 GB	1 vCPU	32 GB	10/14/2031

When selecting the underlying STACKIT VMs by the customer, it must be ensured that the minimum requirements of the respective operating system version are met. If the customer selects STACKIT VMs that fall short of the minimum requirements shown, operating errors or failures may occur during the operation of the Windows Server; errors or failures that occur due to an inadequate selection of underlying STACKIT VMs by the customer are not subject to any guarantee (in particular no availability agreement) or liability on the part of STACKIT; Section 15.1 of the Terms of Use remains unaffected.

# The VMs for Windows Server can be selected in different availability classes:

- Single Availability Zone: Fixed assignment to an Availability Zone.
  - In case of a complete failure of the selected Availability Zone, the VM and its local disk will be unavailable.
- Metro Setup: Fixed assignment to a region, but no fixed assignment to an Availability Zone.
  - In case of a complete failure of an Availability Zone, STACKIT automatically restarts the VM in another Availability Zone

#### Metric

- Windows Server is charged per VM created by the customer and per hour started. As soon as a
  VM is deleted by the customer, the calculation of the respective VM ends (Creation of the VM
  until deletion of the VM minus any shelving periods. Shelving corresponds to stopping the VM
  with cancellation of resource reservation).
- If the customer uses a Standard image provided by STACKIT, for each of customers Windows users with access to the Windows Server an additional Remote Desktop Service User Subscriber Access License (SAL) fee will be charged per calendar month.
- For other resources used by the customer in conjunction with a VM, such as Block Storage and Backup Storage, a separate charge is made according to the conditions specified in the respective Service Certificates.

## **SLA specifics**

- The Windows Server is considered available when the VM on which it is running is available.
- For VMs which are provided in a Single Availability Zone (single VMs without a highly available system group with several VMs), an availability of 99.5% on a calendar month average is agreed.
- For VMs which are provided in a Metro Availability Zone, an availability of 99.8% on a calendar month average is agreed.
- For all system groups that have two VMs deployed in two different Single Availability Zones in the same region) it is agreed that at least one VM has 99.9% availability on a calendar month average.
- For all system groups that have three or more VMs deployed in three or more different Single Availability Zones in the same region, it is agreed that two of the VMs have 99.95% availability on a calendar month average.
- VMs that are waiting for access to their disk due to a Block Storage failure are rated as available.
- The availability information refers to the availability of the VMs that are in operation.
   Configuration-related or customer-related circumstances for unavailability (e.g. a shutdown of the VM) are not covered.

# **Backup**

Backup and restore are the responsibility of the Customer.

## **Additional terms**

- The following additional conditions apply to the use of Windows Server:
  - Cloudbase-Init: <u>cloudbase-init/LICENSE at master · cloudbase/cloudbase-init · GitHub</u>
     (Apache 2 License)
    - Installation source: Releases · cloudbase/cloudbase-init (github.com)
  - Virtio-win.iso: License (virtio-win\_license.txt) can be found in the root folder of the ISO source file
    - Installation source: <a href="https://fedorapeople.org/groups/virt/virtio-win/direct-downloads/archive-virtio/">https://fedorapeople.org/groups/virt/virtio-win/direct-downloads/archive-virtio/</a>

## **Additional licensing rules**

- The following additional licensing rules apply for Windows Servers based on a Standard image licensed and provided by STACKIT:
  - The customer is charged one Remote Desktop Service User Subscriber Access License ("Subscriber Access License") for each Windows user who has access to the Windows Server. STACKIT monitors the number of Subscriber Access Licenses required for the customer and invoices the Subscriber Access Licenses separately accordingly.
  - STACKIT is responsible for notifying Microsoft of the customer's monthly license usage. For this purpose, a scanning agent is installed on each Windows Server which scans the installed Microsoft products once a day. The customer must ensure that the scanning agent is not uninstalled and that the scanning activities are not deactivated, changed or removed. Upon being requested by STACKIT, the customer shall cooperate with STACKIT to resolve problems with the scanning agent or grant STACKIT temporary access to the affected Windows Servers to resolve any problems that arise.
  - o If STACKIT becomes aware of insufficiently licensed products of the customer in connection with the use of the Windows Server, STACKIT will inform the customer and, in accordance with this, request the customer either to uninstall the affected product or to acquire a sufficient license. If the customer does not respond within a reasonable period of time specified in the information and the above measures are not implemented, STACKIT has the right to extraordinarily terminate the customer's affected Windows Servers.
  - Furthermore, STACKIT is entitled to verify the customer's license compliance by means of a separate verification ("audit") or to have it verified by external independent auditors. The customer shall provide STACKIT or the independent auditor with necessary information reasonably requested to verify license compliance (including proof of licenses for products used by the customer) and grant STACKIT or the independent auditor access to all Windows Servers on which these products are used as part of the audit.
  - The license granted to the customer is also subject to the additional terms and conditions of the End User License Agreement (EULA) of Microsoft.
- Microsoft Windows and the Microsoft Windows Logo are protected trademarks of Microsoft.

**Annex**: Exportability (Online Register)

Data Type	Description	Exportable (Yes/No)	Format	Additional notes
Customer data	Data stored by the customer in the created virtual disks (volumes)	Yes	various, depending on the customer data	The data on the volume can be exported. For this purpose, the virtual disk

	aina a NAZira al accor			an for
	using Windows Server images.			can, for example, be attached to a VM, and the customer data can be accessed (using the operating system or additional applications, e.g. ssh).
	Metadata of the Windows Servers created using Windows Server images.	Yes	JSON	Server, volume and image metadata can be queried via laaS API
	Data for the created servers, installed software, and users who have access to the OS is stored in the licensing reporting system.	Yes	xlsx/csv	This customer's data can be exported from the licensing reporting system only by STACKIT
User Accounts & Permissions	Access to STACKIT project	Yes	JSON	General access to the STACKIT project can be seen in the "IAM and Management" section in the STACKIT Portal.
System Metrics (Instances / Resources in Use)	Performance data of the instance / resource in use (e.g., CPU usage, memory usage)	No	-	We do not collect any performance parameters from Windows Servers.

	Sizes and Capacities Capacities of the available resources / instances	Yes	JSON	The Image, Compute and Block Storage resources used can be queried via the laaS API
System properties (Instances / Resources in use)	Versions and information necessary to check compatibility	Yes	JSON	Windows Server image and operating system version from which the servers are created can be accessed via laaS API
Product / service-related data (product properties)	Configuration data and source code	No. Company confidential STACKIT.	-	
	Log Data (non- personalized and personalized) System-status, Technical- events, etc.	No. Company confidential STACKIT.	-	
	Log Data (non- personalized and personalized) to STACKIT laaS API Login/Logout of User, User activities	Yes	JSON	All API-Calls to STACKIT laaS API via STACKIT Audit Log