Microsoft Windows Azure AppFabric Access Control

(Formerly known as .NET Services)

Service Level Agreement (SLA)

1. Standard terms applicable to all Service Levels outlined herein:

    a.   Definitions
         i.   "Claim" means a claim submitted by Customer to Microsoft pursuant to this SLA that a Service Level has not been met and that a Service Credit may be due to Customer.
        ii.   "Customer" refers to the organization that has purchased Services from Microsoft.
       iii.   "Customer Support" means the services by which Microsoft may provide assistance to Customer to resolve issues with the Services.
        iv.   "Incident" means any set of circumstances resulting in a failure to meet a Service Level.
         v.   "Microsoft" means the Microsoft entity that signed your Microsoft Online Subscription Agreement.
        vi.   "Service" or "Services" refers to the Access Control within the Windows Azure AppFabric provided to Customer pursuant to the Agreement.
       vii.   "Service Credit" is the percentage of the monthly service fees for the Service that is credited to Customer for a validated Claim.
      viii.   "Service Level" means the standards Microsoft chooses to adhere to and by which it measures the level of service it provides as specifically set forth below.
        ix.   "Fault Domain" refers to Access Control nodes that share the same networking infrastructure that have a common point of failure (e.g., compute nodes in the same physical rack).

    b.   Service Credit Claims
         i.   Microsoft provides this SLA subject to the following terms. These terms will be fixed for the duration of the initial term of the subscription.   If a subscription is renewed, the version of this SLA that is current at the time the renewal term commences will apply throughout the renewal term. Customer can review the most current version of the SLA and related terms at any time by visiting here.
        ii.   In order to be eligible to submit a Claim with respect to any Incident, the Customer must notify Customer Support of the Incident, using the procedures set forth by Microsoft, within five business days immediately following the Incident.
       iii.   To submit a Claim, Customer must contact Customer Support and provide notice of its intention to submit a Claim. Customer must provide to Customer Support all reasonable details regarding the Claim, including but not limited to, detailed descriptions of the Incident(s), the duration of the Incident, network trace routes, the URL(s) affected and any attempts made by Customer to resolve the Incident.

       iv. In order for Microsoft to consider a Claim, Customer must submit the Claim, including sufficient evidence to support the Claim, by the end of the billing month following the billing month in which the Incident which is the subject of the Claim occurs.

       v. Microsoft will use all information reasonably available to it to validate Claims and make a good faith determination on whether the SLA and Service Levels apply to the Claim.

c. SLA Exclusions

    i. This SLA, including any applicable Service Levels does not apply to any performance or availability issues with the Service:

1. Caused by factors outside Microsoft's reasonable control;
2. Resulting from Customer's or third party hardware or software;
3. That resulted from actions or inactions of Customer or third parties;
4. Caused by Customer's use of the Service after Microsoft advised Customer to modify its use of the Service, if Customer did not modify its use as advised;
5. During beta and trial Services (as determined by Microsoft);
   Or
6. Attributable to the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Microsoft's Service by means of Customer's passwords or equipment.
7. Attributable during performing regular platform upgrades and patches.

d. Service Credits

    i. The amount and method of calculation of Service Credits is described below in connection with each Service Level description.

    ii. Service Credits are Customer's sole and exclusive remedy for any violation of this SLA.

    iii. The Service Credits awarded in any billing month shall not, under any circumstance, exceed Customer's monthly Service fees.

    iv. The Service Credits earned under this SLA are not cumulative with other Service Credits earned from other SLAs offered for these same Services. The Customer is entitled to the maximum individual Service Credit earned from any of the respective SLAs offered for these Services.

    v. Service Credits for this SLA will only be calculated against monthly fees associated with Access Control Services usage (not including bandwidth).

    vi. For Services purchased as part of a suite, the Service Credit will be based on the pro-rata portion of the cost of the Service, as determined by Microsoft in its reasonable discretion. In cases where Customer has purchased Services from a reseller the Service Credit will be based on the estimated retail price for the applicable Service, as determined by Microsoft in its reasonable discretion.

2. Service Levels

a. Monthly Uptime Service Level
   i. Definitions
      1. "Downtime" is the total accumulated minutes when there is no connectivity (availability) between either the Access Control Service or the Access Control Service Management Service endpoints and Microsoft's internet gateway, as measured and aggregated in five-minute intervals.
      A five-minute interval is marked as unavailable if all the customer's attempts to establish a connection to Access Control Service fail throughout the interval.
      2. "Maximum Available Minutes" is the total accumulated minutes during a billing month totaled across the aforementioned Access Control Service endpoints.
      3. Availability Uptime: "Monthly Uptime Percentage" for a specific Customer is the total number of Maximum Available Minutes less Downtime divided by Maximum Available Minutes for a billing month for a given subscription of Access Control within the Windows Azure AppFabric. Monthly Uptime Percentage is reflected by the following formula:

$$\frac{\text{Maximum Available Minutes - Downtime}}{\text{Maximum Available Minutes}} = \text{Monthly Uptime Percentage}$$

   ii. Uptime Service Levels

Monthly Uptime Percentage (Availability Uptime)	Service Credit*
<99.9%	10%
<99%	25%

*Service credit is calculated from Access Control within the Windows Azure AppFabric (i.e., not Windows Azure Compute, Storage or other Windows Azure platform services or Bandwidth) charges for the billing period in question, but applied for the subsequent billing month.

b. Monthly Message Processing Service Level
   i. Definitions
      1. "Downtime" is the total accumulated unavailable time intervals (calculated in minutes) within either the Access Control Service endpoint or the Access Control Service Management Service endpoint, for a specific customer during a set time period (currently set at one billing month) that is unavailable to the customer.
      A 5-minute interval is marked as unavailable if all the customer's attempts to process messages (token requests or management activities) through any internet facing endpoint on the Access Control Service (as described in our technical documentation) fail or take longer than 5 minutes to succeed after connection is established.

2. Performance Uptime: "Monthly Uptime Percentage" for a specific Customer is the total number of Maximum Available Minutes less Downtime divided by Maximum Available Minutes for a billing month for a given subscription of Access Control Services. Monthly Uptime Percentage is reflected by the following formula:

$$\frac{\text{Maximum Available Minutes - Downtime}}{\text{Maximum Available Minutes}} = \text{Monthly Uptime Percentage}$$

ii. Message processing Service Levels

Monthly Uptime Percentage (Performance Uptime)	Service Credit*
<99.9%	10%
<99%	25%

*Service credit is calculated from Access Control within the Windows Azure AppFabric (i.e., not Windows Azure Compute, Storage or other Windows Azure platform services or Bandwidth) charges for the billing period in question, but applied for the subsequent billing month.