

Microsoft Windows Azure Compute 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 signed a volume licensing agreement ("Agreement") under which it has purchased Windows Azure Compute 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 Windows Azure Compute service 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 standards Microsoft chooses to adhere to and by which it measures the level of service it provides as specifically set forth below.
- ix. "Tenant" represents one or more roles each consisting of one or more role instances that are deployed in a single package.
- x. "Update Domain" refers to a set of Windows Azure compute nodes to which platform updates are concurrently applied.

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 <http://go.microsoft.com/fwlink/?LinkId=159704>.
- ii. In order to be eligible to submit a Claim with respect to any Incident, the Customer must first have notified Customer Support of the Incident, using the procedures set forth by Microsoft, within five business days 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 traceroutes, 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 judgment on whether the SLA and Service Levels apply to the Claim.
- vi. In the event that more than one Service Level is not met because of the same Incident Customer must choose only one Service Level under which a Claim may be made based on that Incident, and no other Claim under any other Service Level will be accepted for that Incident.

c. SLA Exclusions

- i. This SLA and any applicable Service Levels do not apply to any performance or availability issues:
 - 1. Due to factors outside Microsoft's reasonable control;
 - 2. That resulted 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.

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. 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.
- v. Service Credits for this SLA will only be calculated against monthly fees associated with Windows Azure Compute. This includes charges associated with data transfers to compute nodes.

2. Service Levels

- a. Monthly Connectivity Uptime Service Level
 - i. Definitions

1. “Maximum Connectivity Minutes” is the total accumulated minutes during a billing month for all Internet facing roles that have two or more instances deployed in different Update Domains. Maximum Connectivity Minutes is measured from when the Tenant has been deployed and its associated roles have been started resultant from action initiated by Customer to the time Customer has initiated an action that would result in stopping or deleting the Tenant.
2. “Connectivity Downtime” is the total accumulated minutes that deployed Internet facing roles that have not been stopped by action from Customer have no external connectivity during a five minute period, as measured and aggregated in five minute intervals.
3. “Monthly Connectivity Uptime Percentage” for a specific Customer is the total number of Maximum Connectivity Minutes less Connectivity Downtime divided by Maximum Connectivity Minutes for a billing month for a given subscription of Windows Azure. Monthly Connectivity Uptime Percentage is reflected by the following formula:

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

ii. Monthly Connectivity Uptime Service Levels

Monthly Uptime Percentage	Service Credit*
<99.95%	10%
<99%	25%

*Service credit applies only to Windows Azure Compute Services (i.e., not Windows Azure Storage or other Windows Azure platform services)

b. Monthly Role Instance Uptime Service Level

i. Definitions

1. “Maximum Role Instance Minutes” is the total accumulated minutes during a billing month for all role instances measured from when the associated Tenant has been deployed and its associated roles have been started resultant from action initiated by Customer to the time Customer has initiated an action that would result in stopping or deleting the Tenant.
2. “Role Instance Downtime” is the total accumulated minutes for all role instances during a billing month that had been deployed and started by action initiated by Customer which had not been running for longer than two minutes without detection and corrective action being initiated.
3. “Monthly Role Instance Uptime Percentage” for a specific Customer is the total number of Maximum Role Instance Minutes less Role Instance Downtime divided by Maximum Role Instance Minutes for a billing month for a given subscription of Windows Azure. Role Instance Uptime is reflected by the following formula:

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

ii. Additional SLA Exclusion

1. In addition to the SLA Exclusions noted in Section 1.c., the SLA and any applicable Service Levels related to the Monthly Role Instance Uptime does not include any performance or availability issues to perform regular platform upgrades and patches.

iii. Monthly Role Instance Uptime Service Levels

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

*Service credit applies only to Windows Azure Compute charges (i.e., not Windows Azure Storage or other Windows Azure platform services)