

Microsoft Windows Azure CDN 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 an online subscription agreement ("Agreement") under which it has purchased and explicitly enabled Windows Azure CDN 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 CDN 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.

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=195943>.
- 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. Due to missing and/or incorrect content in the customer's origin Windows Azure Storage account;
 - 3. That resulted from Customer's or third party hardware or software;
 - 4. That resulted from actions or inactions of Customer or third parties;
 - 5. 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;
 - 6. During beta and trial Services (as determined by Microsoft);Or
 - 7. 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 CDN. This includes charges associated with data transfers to edge nodes.

2. Service Levels

a. Monthly CDN Availability Service Level

i. Definitions

- 1. "Availability" is the percentage of HTTP transactions in which the CDN responds to client request and delivers the requested content without error. The "availability" of the service is calculated as the number of times the object was delivered successfully divided by the total number of requests (after removing erroneous data).

ii. Methodology

1. Windows Azure CDN is not responsible for comprehensive monitoring of customer content; this responsibility lies with customer. Windows Azure CDN will review data from any commercially reasonable independent measurement system used by the Customer.
2. Customer must select a set of agents from the measurement system's list of standard agents that are generally available and represent at least five geographically diverse locations in major worldwide metropolitan areas (excluding PR of China).
 - a. Measurement System tests (frequency of at least one test per hour per agent) will be configured to perform one HTTP GET operation according to the model below:
 - b. A test file will be placed on the Customer's origin (e.g. Windows Azure Storage account).
 - c. The GET operation will retrieve the file through the Service, by requesting the object from the appropriate Windows Azure domain name hostname.
 - d. The test file will meet the following criteria:
 - i. The test object will allow caching by including explicit "Cache-control: public" headers, or lack of "Cache-Control: private" header.
 - ii. The test object will be a file at least 50KB in size and no larger than 1MB.
 - iii. Raw data will be trimmed to eliminate any measurements that came from an agent experiencing technical problems during the measurement period.

iii. Monthly Azure CDN Availability Service Levels

Monthly Availability Percentage	Service Credit*
<99.9%	10%
<99.5%	25%

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