Microsoft Windows Azure Storage 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 Storage 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 Storage 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=159705.

      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 Incidents, the affected storage account(s) and any attempts made by Customer to resolve the Incident. For claims involving lack of connectivity, network traceroutes supporting the period(s) lacking connectivity must be provided.

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.

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. 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;
   Or
6. During beta and trial Services (as determined by Microsoft).

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. Service Credits for this SLA will only be calculated against monthly fees associated with Windows Azure Storage. This includes fees associated with data transfers to Customer's storage account(s).

v. 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. "Total Storage Transactions" are all the storage transactions in a given time interval (initially set at one hour) for a subscription, with a few notable exceptions. Examples of excluded transactions include pre-authentication failures, transactions that are throttled based on suspicion of abusive behavior,

authentication failures, attempted transactions for accounts over their prescribed quotas, creation or deletion of containers, tables or queues, or clearing of queues. These exceptions do not count toward either Total Storage Transactions or Failed Storage Transactions.

2. "Failed Storage Transactions" include any of the following transactions that are also included in Total Storage Transactions:
   a. Transactions not processed within the time period specified below:

Request Type	Maximum Processing Time*
• PutBlob and GetBlob (includes blocks and pages) • Get Valid Page Blob Ranges	Must complete within the product of 2 seconds multiplied by the number of MBs transferred in processing the request
• Copy Blob	Must complete processing within 90 seconds
• PutBlockList • GetBlockList	Must complete processing within 60 seconds
• Table Query • List Operations	Must complete processing or return a continuation within 10 seconds
• Batch Table Operations	Must complete processing within 30 seconds
• All Single Entity Table Operations • All other Blob and Message Operations	Must complete processing within 2 seconds

*These represent maximum processing times. Actual and average times are expected to be much lower.

The amount of time spent processing a request above does not include the time it takes to transfer the request to/from the Windows Azure Storage service. It only includes the time spent processing the request in the Windows Azure Storage service.

   b. Those that are throttled due to the service failing to process the request, and the storage account is not being abusive and is obeying back off principles.
   c. Transactions not processed due to a lack of network connectivity between Customer's storage account(s) and our Internet gateway for a complete five minute period, as measured and aggregated in five

minute intervals. For purposes of determining the Failed Storage Transactions in this instance, an average number of storage transactions for the subscription will be added to both the Total Storage Transactions and Failed Storage Transactions to determine the Error Rate(s) for the period of outage, based on Customer's aggregate Total Storage Transactions for that billing month for periods with connectivity.

Failed Storage Transactions do not include transactions which failed to complete successfully due to issues unrelated to a problem with our Service. Examples of these types of transactions include:

a. Failures due to Customer application logic (e.g., creating a container that already exists).
b. Transactions associated with SLA Exclusions.
c. Requests dropped because the connection to the storage front-end was broken with the client.
d. Throttled requests from accounts that are flooding our Service and not obeying back off principles. When a request gets back a server busy or timeout, it needs to perform back off before sending subsequent requests (e.g., after the first timeout/server busy wait 3 seconds, then 30 seconds, and then 90 seconds before retrying after each subsequent timeout/server busy).
e. Requests with timeouts set lower than it is practical for the system to complete the request. This time is determined to be the processing time for transactions, as specified above, plus the time associated with transferring the request/data to/from the Windows Azure Storage service. If the request timeout passed in is less than this, and the service does not complete the request within this time, then the transaction will not be counted towards Failed Storage Transactions.

3. "Error Rate" is the total number of Failed Storage Transactions divided by the Total Storage Transactions during a set time interval (currently set at one hour).
4. "Monthly Uptime Percentage" is calculated by subtracting from 100% the average Error Rate for the billing month for the customer's storage transactions for an individual subscription. This is reflected in the following formula:

100% - Average Error Rate = Monthly Uptime Percentage

ii. Uptime Service Levels

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

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