

Volume
Licensing

Service Level Agreement for Microsoft Online Services December 1, 2018

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Introduction

About this Document

This Service Level Agreement for Microsoft Online Services (this “SLA”) is a part of your Microsoft volume licensing agreement (the “Agreement”). Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the Agreement. This SLA applies to the Microsoft Online Services listed herein (a “Service” or the “Services”), but does not apply to separately branded services made available with or connected to the Services or to any on-premise software that is part of any Service.

If we do not achieve and maintain the Service Levels for each Service as described in this SLA, then you may be eligible for a credit towards a portion of your monthly service fees. We will not modify the terms of your SLA during the initial term of your subscription; however, if you renew your subscription, the version of this SLA that is current at the time of renewal will apply throughout your renewal term. We will provide at least 90 days’ notice for adverse material changes to this SLA. You can review the most current version of this SLA at any time by visiting <http://www.microsoftvolumelicensing.com/SLA>.

Prior Versions of this Document

This SLA provides information on Services currently available. Earlier versions of this document are available at <http://www.microsoftvolumelicensing.com>. To find the needed version, a customer may contact its reseller or Microsoft Account Manager.

Clarifications and Summary of Changes to this Document

Below are recent additions, deletions and other changes to this SLA. Also listed below, are clarifications of Microsoft policy in response to common customer questions.

Additions	Deletions

Office 365 Services

[Microsoft Stream](#): The Microsoft Stream SLA entry has been moved from the Other Online Services section to the Office 365 Services section.

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General Terms

Definitions

“Applicable Monthly Period” means, for a calendar month in which a Service Credit is owed, the number of days that you are a subscriber for a Service.

“Applicable Monthly Service Fees” means the total fees actually paid by you for a Service that are applied to the month in which a Service Credit is owed.

“Downtime” is defined for each Service in the Services Specific Terms below. Except for Microsoft Azure Services, Downtime does not include Scheduled Downtime. Downtime does not include unavailability of a Service due to limitations described below and in the Services Specific Terms.

“Error Code” means an indication that an operation has failed, such as an HTTP status code in the 5xx range.

“External Connectivity” is bi-directional network traffic over supported protocols such as HTTP and HTTPS that can be sent and received from a public IP address.

“Incident” means (i) any single event, or (ii) any set of events, that result in Downtime.

“Management Portal” means the web interface, provided by Microsoft, through which customers may manage the Service.

“Scheduled Downtime” means periods of Downtime related to network, hardware, or Service maintenance or upgrades. We will publish notice or notify you at least five (5) days prior to the commencement of such Downtime.

“Service Credit” is the percentage of the Applicable Monthly Service Fees credited to you following Microsoft’s claim approval.

“Service Level” means the performance metric(s) set forth in this SLA that Microsoft agrees to meet in the delivery of the Services.

“Service Resource” means an individual resource available for use within a Service.

“Success Code” means an indication that an operation has succeeded, such as an HTTP status code in the 2xx range.

“Support Window” refers to the period of time during which a Service feature or compatibility with a separate product or service is supported.

“User Minutes” means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.

Terms

Claims

In order for Microsoft to consider a claim, you must submit the claim to customer support at Microsoft Corporation including all information necessary for Microsoft to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

For a claim related to Microsoft Azure, we must receive the claim within two months of the end of the billing month in which the Incident that is the subject of the claim occurred. For claims related to all other Services, we must receive the claim by the end of the calendar month following the month in which the Incident occurred. For example, if the Incident occurred on February 15th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five (45) days of receipt. You must be in compliance with the Agreement in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to your Applicable Monthly Service Fees.

If you purchased more than one Service (not as a suite), then you may submit claims pursuant to the process described above as if each Service were covered by an individual SLA. For example, if you purchased both Exchange Online and SharePoint Online (not as part of a suite), and during the term of the subscription an Incident caused Downtime for both Services, then you could be eligible for two separate Service Credits (one for each Service), by submitting two claims under this SLA. In the event that more than one Service Level for a particular Service is not met because of the same Incident, you must choose only one Service Level under which to make a claim based on the Incident. Unless as otherwise provided in a specific SLA, only one Service Credit is permitted per Service for an Applicable Monthly Period.

Service Credits

Service Credits are your sole and exclusive remedy for any performance or availability issues for any Service under the Agreement and this SLA. You may not unilaterally offset your Applicable Monthly Service Fees for any performance or availability issues.

Service Credits apply only to fees paid for the particular Service, Service Resource, or Service tier for which a Service Level has not been met. In cases where Service Levels apply to individual Service Resources or to separate Service tiers, Service Credits apply only to fees paid for the affected

Service Resource or Service tier, as applicable. The Service Credits awarded in any billing month for a particular Service or Service Resource will not, under any circumstance, exceed your monthly service fees for that Service or Service Resource, as applicable, in the billing month. If you purchased Services as part of a suite or other single offer, the Applicable Monthly Service Fees and Service Credit for each Service will be pro-rated.

If you purchased a Service from a reseller, you will receive a service credit directly from your reseller and the reseller will receive a Service Credit directly from us. The Service Credit will be based on the estimated retail price for the applicable Service, as determined by us in our reasonable discretion.

Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center);
2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
3. That results from failures in a single Microsoft Datacenter location, when your network connectivity is explicitly dependent on that location in a non-geo-resilient manner;
4. Caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised;
5. During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by us) or to purchases made using Microsoft subscription credits;
6. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
7. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
8. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
9. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior;
10. Due to your use of Service features that are outside of associated Support Windows; or
11. For licenses reserved, but not paid for, at the time of the Incident.

Services purchased through Open, Open Value, and Open Value Subscription volume licensing agreements, and Services in an Office 365 Small Business Premium suite purchased in the form of a product key are not eligible for Service Credits based on service fees. For these Services, any Service Credit that you may be eligible for will be credited in the form of service time (i.e., days) as opposed to service fees, and any references to “Applicable Monthly Service Fees” is deleted and replaced by “Applicable Monthly Period.”

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Microsoft Dynamics 365

Dynamics 365 for Customer Service Enterprise; Dynamics 365 for Customer Service Professional

Downtime: Any period of time when end users are unable to read or write any Service data for which they have appropriate permission but this does not include non-availability of Service add-on features.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Dynamics 365 Business Central

Downtime: Any period of time when end users are unable to login to their instance.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Dynamics 365 for Finance and Operations (Enterprise edition)

Additional Definitions:

“Active Tenant” means a tenant with an active high availability production topology in the Management Portal that (A) has been deployed to a Partner Application Service; and (B) has an active database that users can log into.

“Partner Application Service” means a partner application built on top of and combined with the Platform that (A) is used for processing your organization’s actual business transactions; and (B) has reserve compute and storage resources equal to or greater than one of the Scale Units your partner selected for the applicable partner application.

“Maximum Available Minutes” means the total accumulated minutes during a billing month in which an Active Tenant was deployed in a Partner Application Service using an active high availability production topology.

“Platform” means the Service’s client forms, SQL server reports, batched operations, and API endpoints, or the Service’s retail APIs that are used for commerce or retail purposes only.

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“Scale Unit” means the increments by which compute and storage resources are added to or removed from a Partner Application Service.

“Service Infrastructure” means the authentication, computing, and storage resources that Microsoft provides in connection with the Service.

Downtime: Any period of time when end users are unable to login to their Active Tenant, due to a failure in the unexpired Platform or the Service Infrastructure as Microsoft determines from automated health monitoring and system logs. Downtime does not include Scheduled Downtime, the unavailability of Service add-on features, the inability to access the Service due to your modifications of the Service, or periods where the Scale Unit capacity is exceeded.

Monthly Uptime Percentage: The Monthly Uptime Percentage for a given Active Tenant in a calendar month is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Dynamics 365 for Retail

Additional Definitions:

“Active Tenant” means a tenant with an active high availability production topology in the Management Portal that (A) has been deployed to a Partner Application Service; and (B) has an active database that users can log into.

“Partner Application Service” means a partner application built on top of and combined with the Platform that (A) is used for processing your organization’s actual business transactions; and (B) has reserve compute and storage resources equal to or greater than one of the Scale Units your partner selected for the applicable partner application.

“Maximum Available Minutes” means the total accumulated minutes during a billing month in which an Active Tenant was deployed in a Partner Application Service using an active high availability production topology.

“Platform” means the Service’s client forms, SQL server reports, batched operations, and API endpoints, or the Service’s retail APIs that are used for commerce or retail purposes only.

“Scale Unit” means the increments by which compute and storage resources are added to or removed from a Partner Application Service.

“Service Infrastructure” means the authentication, computing, and storage resources that Microsoft provides in connection with the Service.

Downtime: Any period of time when end users are unable to access their Active Tenant, due to a failure in the unexpired Platform or the Service Infrastructure as Microsoft determines from automated health monitoring and system logs. Downtime does not include Scheduled Downtime, the unavailability of Service add-on features, the inability to access the Service due to your modifications of the Service, or periods where the Scale Unit capacity is exceeded.

Monthly Uptime Percentage: The Monthly Uptime Percentage for a given Active Tenant in a calendar month is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%

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Monthly Uptime Percentage	Service Credit
< 95%	100%

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Dynamics 365 for Sales Enterprise; Dynamics 365 for Sales Professional

Downtime: Any period of time when end users are unable to read or write any Service data for which they have appropriate permission but this does not include non-availability of Service add-on features.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Dynamics 365 for Talent; Dynamics 365 for Talent: Attract; Dynamics 365 for Talent: Onboard

Additional Definitions:

“Active Tenant” means a tenant with an active high availability production topology in the Management Portal that has an active database that users can log into.

Downtime: Any period of time when end users are unable to read or write any Service data for which they have appropriate permission. Downtime does not include Scheduled Downtime.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.5%	25%
< 99%	50%
< 95%	100%

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Office 365 Services

Duet Enterprise Online

Downtime: Any period of time when users are unable to read or write any portion of a SharePoint Online site collection for which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This SLA does not apply when the inability to read or write any portion of a SharePoint Online site is caused by any failure of third party software, equipment, or services that are not controlled by Microsoft, or Microsoft software that is not being run by Microsoft itself as part of the Service.

Additional Terms: You will be eligible for a Service Credit for Duet Enterprise Online only when you are eligible for a Service Credit for the SharePoint Online Plan 2 User SLs that you have purchased as a prerequisite for your Duet Enterprise Online User SLs.

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Exchange Online

Downtime: Any period of time when users are unable to send or receive email with Outlook Web Access. There is no Scheduled Downtime for this service.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Additional Terms: See Appendix 1 – Service Level Commitment for Virus Detection and Blocking, Spam Effectiveness, or False Positive.

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Exchange Online Archiving

Downtime: Any period of time when users are unable to access the email messages stored in their archive. There is no Scheduled Downtime for this service.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
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Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This SLA does not apply to the Enterprise CAL suite purchased through Open Value and Open Value Subscription volume licensing agreements.

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Exchange Online Protection

Downtime: Any period of time when the network is not able to receive and process email messages. There is no Scheduled Downtime for this service.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This SLA does not apply to the Enterprise CAL suite purchased through Open Value and Open Value Subscription volume licensing agreements.

Additional Terms: See (i) Appendix 1 – Service Level Commitment for Virus Detection and Blocking, Spam Effectiveness, or False Positive and (ii) Appendix 2 – Service Level Commitment for Uptime and Email Delivery.

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Microsoft MyAnalytics

Downtime: Any period of time when users are unable to access the MyAnalytics dashboard.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Microsoft Stream

Downtime: Any period of time when users are unable to upload, playback, delete video or edit video metadata when they have appropriate permissions and content is valid excluding unsupported scenarios¹.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Level Commitment:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: No SLA is provided for any free of charge tier of Microsoft Stream.

¹Unsupported Scenarios could include playback on unsupported devices / OS, client side network issues, and user errors.

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Microsoft Teams

Downtime: Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings.¹

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

¹Online meeting functionality applicable only to users licensed for the Skype for Business Online Plan 2 Service.

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Office 365 Business

Downtime: Any period of time when Office applications are put into reduced functionality mode due to an issue with Office 365 activation.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

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Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Office 365 Advanced Compliance

Downtime: Any period of time when Customer Lockbox component of Office 365 Advanced Compliance is put into reduced functionality mode due to an issue with Office 365.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Office 365 ProPlus

Downtime: Any period of time when Office applications are put into reduced functionality mode due to an issue with Office 365 activation.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Office Online

Downtime: Any period of time when users are unable to use the Web Applications to view and edit any Office document stored on a SharePoint Online site for which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

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where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Office 365 Video

Downtime: Any period of time when users are unable to upload, view or edit videos in the video portal when they have appropriate permissions and valid content.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Level Commitment:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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OneDrive for Business

Downtime: Any period of time when users are unable to view or edit files stored on their personal OneDrive for Business storage.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Project Online

Downtime: Any period of time when users are unable to read or write any portion of a SharePoint Online site collection with Project Web App for which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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$$\frac{User Minutes - Downtime}{User Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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SharePoint Online

Downtime: Any period of time when users are unable to read or write any portion of a SharePoint Online site collection for which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{User Minutes - Downtime}{User Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Skype for Business Online

Downtime: Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings.¹

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{User Minutes - Downtime}{User Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

¹Online meeting functionality applicable only to Skype for Business Online Plan 2 Service.

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Skype for Business Online –Calling Plans and Audio Conferencing

Downtime: Any period of time when end users are unable to initiate a PSTN call or unable to dial into conference audio via the PSTN.

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Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

Where Downtime is measured in user-minutes; that is, for each month Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by that incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Skype for Business Online – Voice Quality

This SLA applies to any eligible call placed by any voice service user within the subscription (enabled for making any type of call VOIP or PSTN).

Additional Definitions:

“Eligible Call” is a Skype for Business placed call (within a subscription) that meets both conditions below:

- The call was placed from a Skype for Business Certified IP Desk phones on wired Ethernet
- Packet Loss, Jitter and Latency issues on the call were due to networks managed by Microsoft.

“Total Calls” is the total number of Eligible Calls

“Poor Quality Calls” is the total number of Eligible Calls that are classified as poor based on numerous factors that could impact call quality in the networks managed by Microsoft. While the current Poor Call classifier is built primarily on network parameters like RTT (Roundtrip Time), Packet Loss Rate, Jitter and Packet Loss-Delay Concealment Factors, it is dynamic and continually updated based on new learnings from analysis using millions of Skype and Skype for Business calls and evolution of Devices, Algorithms and end user ratings.

Monthly Good Call Rate: The Monthly Good Call Rate is calculated using the following formula:

$$\frac{\text{Total Calls} - \text{Poor Quality Calls}}{\text{Total Calls}} \times 100$$

Service Credit:

Monthly Good Call Rate	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Workplace Analytics

Downtime: Any period of time when users are unable to access the Workplace Analytics website.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%

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Monthly Uptime Percentage	Service Credit
< 99%	50%
< 95%	100%

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Yammer Enterprise

Downtime: Any period of time greater than ten minutes when more than five percent of end users are unable to post or read messages on any portion of the Yammer network for which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Microsoft Azure Services

AD Domain Services

Additional Definitions:

"Managed Domain" refers to an Active Directory domain that is provisioned and managed by Azure Active Directory Domain Services.

"Maximum Available Minutes" is the total number of minutes that a given Managed Domain has been deployed by Customer in Microsoft Azure during a billing month in a given Microsoft Azure subscription.

"Downtime" is the total accumulated minutes during a billing month for a given Microsoft Azure subscription during which a given Managed Domain is unavailable. A minute is considered unavailable if all requests for domain authentication of user accounts belonging to the Managed Domain, LDAP bind to the root DSE, or DNS lookup of records, made from within the virtual network where the Managed Domain is enabled, either return an Error Code or fail to return a Success Code within 30 seconds.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer's use of Azure Active Directory Domain Services:

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

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Analysis Services

Additional Definitions:

"Server" means any Azure Analysis Services server.

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“Maximum Available Minutes” is the total number of minutes that a given Server has been deployed in Microsoft Azure during a billing month in a given Microsoft Azure subscription.

“Client Operations” is the set of all documented operations supported by Azure Analysis Services.

Downtime: is the total accumulated minutes during a billing month for a given Microsoft Azure subscription during which a given Server is unavailable. A minute is considered unavailable for a given Server if more than 1% of all Client Operations completed during the minute return an Error Code.

Monthly Uptime Percentage: The Monthly Uptime Percentage for a given Server is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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API Management Services

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given API Management instance has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all API Management instances deployed by you in a given Microsoft Azure subscription during a billing month.

“Proxy” is the component of the API Management Service responsible for receiving API requests and forwarding them to the configured dependent API.

Downtime: The total accumulated Deployment Minutes, across all API Management instances deployed by you in a given Microsoft Azure subscription, during which the API Management Service is unavailable. A minute is considered unavailable for a given API Management instance if all continuous attempts to perform operations through the Proxy throughout the minute result in either an Error Code or do not return a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit for Basic Tier, Standard Tier and Premium Tier deployments scaled within a single region:

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

Service Credit for Premium Tier deployments scaled across two or more regions:

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

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App Service

Additional Definitions:

“App” is an API App, Logic App, Web App or Mobile App deployed by Customer within the App Service, excluding web apps in the Free and Shared tiers.

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“Deployment Minutes” is the total number of minutes that a given App has been set to running in Microsoft Azure during a billing month. Deployment Minutes is measured from when the App was created or the Customer initiated an action that would result in running the App to the time the Customer initiated an action that would result in stopping or deleting the App.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Apps deployed by Customer in a given Microsoft Azure subscription during a billing month

Downtime: is the total accumulated Deployment Minutes, across all Apps deployed by Customer in a given Microsoft Azure subscription, during which the App is unavailable. A minute is considered unavailable for a given App when there is no connectivity between the App and Microsoft’s Internet gateway.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

Additional Terms: Service Credits are applicable only to fees attributable to your use of Web Apps or Mobile Apps and not to fees attributable to other types of apps available through the App Service, which are not covered by this SLA.

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Application Gateway

Additional Definitions:

“Application Gateway Cloud Service” refers to a collection of one or more Application Gateway instances configured to perform HTTP load balancing services.

“Maximum Available Minutes” is the total accumulated minutes during a billing month during which an Application Gateway Cloud Service comprising two or more medium or larger Application Gateway instances has been deployed in a Microsoft Azure subscription.

Downtime: is the total accumulated Maximum Available Minutes during a billing month for a given Application Gateway Cloud Service during which the Application Gateway Cloud Service is unavailable. A given minute is considered unavailable if all attempts to connect to the Application Gateway Cloud Service throughout the minute are unsuccessful.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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Application Insights (Query Availability SLA)

Additional Definitions:

“Application Insights Resource” is the container in Application Insights that collects, processes and stores the data for a single instrumentation key.

“Maximum Available Minutes” is the total number of minutes that a given Application Insights Resource has been deployed by Customer within a Microsoft Azure subscription during a billing month.

“Monthly Query Availability Percentage” for a given Application Insights Resource is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100.

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“Downtime” is the total number of minutes within Maximum Available Minutes that data within an Application Insights Resource are unavailable. A minute is considered unavailable for a given Application Insights Resource during which no HTTP operations resulted in a Success Code.

Monthly Query Availability Percentage: The Monthly Query Availability Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits:

Monthly Query Availability Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Automation Service – Desired State Configuration (DSC)

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given Automation account has been deployed in Microsoft Azure during a billing month.

“DSC Agent Service” is the component of the Automation Service responsible for receiving and responding to pull, registration, and reporting requests from DSC nodes.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Automation accounts deployed in a given Microsoft Azure subscription during a billing month

Downtime: The total accumulated Deployment Minutes, across all Automation accounts deployed in a given Microsoft Azure subscription, during which the DSC Agent Service is unavailable. A minute is considered unavailable for a given Automation account if all continuous pull, registration, and reporting requests from DSC nodes associated with the Automation account to the DSC Agent Service throughout the minute either result in an Error Code or do not return a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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Automation Service – Process Automation

Additional Definitions:

“Delayed Jobs” is the total number of Jobs, for a given Microsoft Azure subscription, that fail to start within thirty (30) minutes of their Planned Start Times.

“Job” means the execution of a Runbook.

“Planned Start Time” is a time at which a Job is scheduled to begin executing.

“Runbook” means a set of actions specified by you to execute within Microsoft Azure.

“Total Jobs” is the total number of Jobs scheduled for execution during a given billing month, for a given Microsoft Azure subscription.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Jobs} - \text{Delayed Jobs}}{\text{Total Jobs}} \times 100$$

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Service Credit:

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

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Azure Advanced Threat Protection

Additional Definitions:

"Downtime" is Any period of time when the admin is unable to access the Azure ATP portal.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Azure Bot Service

Additional Definitions:

"Azure Bot Service Premium Channel" is a Bot Framework channel in the premium category.

"Bot" is the developer's Internet facing conversational application which is registered with and is configured to send and receive messages from the Azure Bot Service.

"Bot Framework" is a platform for building, connecting, testing, and deploying powerful and intelligent bots.

"Client" is the end user facing portion of a Bot.

"Premium Channels API Endpoint" is a Bot Framework REST API endpoint for Azure Bot Service Premium Channels

"Total API Requests" is the total number of requests made by the Bot or the Client to the Premium Channel's API Endpoint in a Microsoft Azure subscription during a billing month.

"Failed API Requests" are the total number of requests within Total API Requests that return an Error Code or do not respond within 2 minutes.

"Monthly Uptime Percentage" is calculated as Total API Requests less Failed API Requests divided by Total API Requests multiplied by 100.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total API Requests} - \text{Failed API Requests}}{\text{Total API Requests}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Azure Bot Service Premium Channels.

Service Levels and Service Credits:

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

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Azure Container Instances

Additional Definitions:

“Connectivity” is bi-directional network traffic between the Container Group and other IP addresses using TCP or UDP network protocols in which the Container Group is configured for allowed traffic.

“Container Group” is a collection of co-located containers that shares the same lifecycle and networking resources.

“Maximum Available Minutes” is the total number of minutes that a given Container Group has been deployed by Customer in a Microsoft Azure subscription during a billing month. Maximum Available Minutes is measured from Customer action that results in starting a given Container Group to the time Customer action that results in stopping or deleting a given Container Group.

“Downtime” is the total number of minutes within Maximum Available Minutes that have no Connectivity.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer’s use of Azure Container Instances:

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

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Azure Cosmos DB

Additional Definitions:

“Collection” is a container of JSON documents, and a unit of scale for transactions and queries.

“Consumed RUs” is the sum of the Request Units consumed by all the requests which are processed by the Azure Cosmos DB Collection in a given second.

“Database Account” is the top-level resource of the Azure Cosmos DB resource model. A Azure Cosmos DB Database Account contains one or more databases.

“Failed Requests” are requests within Total Requests that either return an Error Code or fail to return a Success Code within the maximum upper bounds documented in the table below.

“Failed Read Requests” are requests within Total Read Requests that either return an Error Code or fail to return a Success Code within the maximum upper bounds documented in the table below.

Operation	Maximum Upper Bound on Processing Latency
All Database Account configuration operations	2 Minutes
Add a new Region	60 Minutes
Manual Failover	5 Minutes
Resource Operations	5 Seconds
Media Operations	60 Seconds

“Provisioned RUs” is the total provisioned Request Units for a given Azure Cosmos DB Collection for a given second.

“Rate Limited Requests” are requests that return a 429 status code from the Azure Cosmos DB Collection, indicating that Consumed RUs have exceeded the Provisioned RUs for a partition in the Collection for a given second.

“Request Unit (RU)” is a measure of throughput in Azure Cosmos DB.

“Resource” is a set of URI addressable entities associated with a Database Account.

“Successful Requests” are Total Requests minus Failed Requests.

“Total Read Requests” is the set of all the read requests, including Rate Limited Requests and all the Failed Read Requests, issued against Resources within a one-hour interval within a given Azure subscription during a billing month.

“Total Requests” is the set of all requests, including Rate Limited Requests and all Failed Requests, issued against Resources within a one-hour interval within a given Azure subscription during a billing month.

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Availability SLA

“Read Error Rate” is the total number of Failed Read Requests divided by Total Read Requests, across all Resources in a given Azure subscription, during a given one-hour interval. If the Total Read Requests in a given one-hour interval is zero, the Read Error Rate for that interval is 0%.

“Error Rate” is the total number of Failed Requests divided by Total Requests, across all Resources in a given Azure subscription, during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Error Rate for that interval is 0%.

“Average Error Rate” for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

“Average Read Error Rate” for a billing month is the sum of Read Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

Monthly Availability Percentage: For the Azure Cosmos DB Service deployed via Database Accounts scoped to a single Azure region configured with any of the five Consistency Levels or Database Accounts spanning multiple regions, configured with any of the four relaxed Consistency Levels is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in a billing month. The Monthly Availability Percentage is represented by the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

Monthly Availability Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Monthly Read Availability Percentage: For the Azure Cosmos DB Service deployed via Database Account configured to span two or more multiple regions is calculated by subtracting from 100% the Average Read Error Rate for a given Microsoft Azure subscription in a billing month. Monthly Read Availability Percentage is represented by the following formula:

$$100\% - \text{Average Read Error Rate}$$

Service Credit:

Monthly Read Availability Percentage	Service Credit
< 99.999%	10%
< 99%	25%

Monthly Multiple Write Locations Availability Percentage: For the Azure Cosmos DB Service deployed via Database Accounts configured to span multiple Azure regions with multiple writable locations, is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in a billing month. Monthly Availability Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = 100\% - \text{Average Error Rate}$$

Service Credit:

Monthly Multiple Write Locations Availability Percentage	Service Credit
< 99.999%	10%
< 99%	25%

Throughput SLA

“Throughput Failed Requests” are Rate-Limited Requests resulting in an Error Code, before Consumed RUs have exceeded the Provisioned RUs for a partition in the Collection for a given second.

“Error Rate” is the total number of Throughput Failed Requests divided by Total Requests, across all Resources in a given Azure subscription, during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Error Rate for that interval is 0%.

“Average Error Rate” for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

“Monthly Throughput Percentage” for the Azure Cosmos DB Service is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in a billing month. Monthly Throughput Percentage is represented by the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Consistency SLA

“**K**” is the number of versions of a given document for which the reads lag behind the writes.

“**T**” is a given time interval.

“**Consistency Level**” is the setting for a particular read request that supports consistency guarantees. The following table captures the guarantees associated with the Consistency Levels. Note that Session, Bounded Staleness, Consistent Prefix and Eventual Consistency Levels are all referred to as “relaxed”.

Consistency Level	Consistency Guarantees
Strong	Linearizability
Sessions	Read Your Own Write (within write region) Monotonic Read Consistent Prefix
Bounded Staleness	Read Your Own Write (within write region) Monotonic Read (within a region) Consistent Prefix Staleness Bound < K,T
Consistent Prefix	Consistent Prefix
Eventual	Eventual

“**Consistency Violation Rate**” is Successful Requests that could not be delivered when performing the consistency guarantees specified for the chosen Consistency Level divided by Total Requests, across all Resources in a given Azure subscription, during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Consistency Violation Rate for that interval is 0%.

“**Average Consistency Violation Rate**” for a billing month is the sum of Consistency Violation Rates for each hour in the billing month divided by the total number of hours in the billing month.

“**Monthly Consistency Attainment Percentage**” for the Azure Cosmos DB Service is calculated by subtracting from 100% the Average Consistency Violation Rate for a given Microsoft Azure subscription in a billing month.

Monthly Consistency Percentage: For the Azure Cosmos DB Service is calculated by subtracting from 100% the Average Consistency Violation Rate for a given Microsoft Azure subscription in a billing month. The Monthly Consistency Percentage is represented by the following formula:

$$100\% - \text{Average Consistency Violation Rate}$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Latency SLA

“**Application**” is a Azure Cosmos DB application deployed within a local Azure region using the Azure Cosmos DB client SDK configured with TCP direct connectivity for a given Microsoft Azure subscription in a billing month.

“**N**” is the number of Successful Requests for a given Application performing either document read or document write operations with a payload size less than or equal to 1 KB in a given hour.

“**Network Optimized Application**” is an Azure Cosmos DB application deployed within a local Azure region with accelerated networking enabled and using the Azure Cosmos DB client SDK configured with TCP direct connectivity against a newly created Database Account for a given Microsoft Azure subscription in a billing month.

“**S**” is the latency-sorted set of Successful Request response times in ascending order for a given Application performing document read or document write operations with a payload size less than or equal to 1 KB in a given hour.

“**Ordinal Rank**” is the 99th percentile using the nearest rank method represented by the following formula:

$$\text{Ordinal Rank} = \frac{99}{100} \times N$$

“**P99 Latency**” is the value at the Ordinal Rank of S.

“Excessive Latency Hours” is the total number of one-hour intervals during which Successful Requests submitted by an Application resulted in a P99 Latency greater than or equal to 10ms for document read or 15ms for document write operations (10ms for document write operations for Network Optimized Applications). If the number of Successful Requests in a given one-hour interval is zero, the Excessive Latency Hours for that interval is 0.

“Average Excessive Latency Rate” for a billing month is the sum of Excessive Latency Hours divided by the total number of hours in the billing month.

“Monthly P99 Latency Attainment Percentage” for a given Azure Cosmos DB Application deployed via Database Accounts scoped to a single Azure region configured with any of the five Consistency Levels or Database Accounts spanning multiple regions, configured with any of the four relaxed Consistency Levels is calculated by subtracting from 100% the Average Excessive Latency Rate for a given Microsoft Azure subscription in a billing month. Monthly P99 Latency Attainment Percentage is represented by the following formula:

$$100\% - \text{Average Excessive Latency Rate}$$

Service Credit:

Monthly P99 Latency Attainment Percentage	Service Credit
< 99.99%	10%
< 99%	25%

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Azure Database for MySQL

Additional Definitions:

“Server” is any given Azure Database for MySQL server.

“Maximum Available Minutes” is the total number of minutes for a given Server deployed by Customer in a Microsoft Azure subscription during a billing month.

“Downtime” is the total number of minutes within Maximum Available Minutes during which a Server is unavailable. A minute is considered unavailable if all continuous attempts by Customer to establish a connection to the Server returned an Error Code.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer’s use of Azure Database for MySQL:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

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Azure Database for PostgreSQL

Additional Definitions:

“Server” is any given Azure Database for PostgreSQL server.

“Maximum Available Minutes” is the total number of minutes for a given Server deployed by Customer in a Microsoft Azure subscription during a billing month.

“Downtime” is the total number of minutes within Maximum Available Minutes during which a Server is unavailable. A minute is considered unavailable if all continuous attempts by Customer to establish a connection to the Server returned an Error Code.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer’s use of Azure Database for PostgreSQL:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

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Azure DDoS Protection

Additional Definitions:

“Maximum Available Minutes” is the total number of minutes DDoS Protection Service is enabled for a given Microsoft Azure subscription during a billing month.

“Downtime” is the total number of minutes within Maximum Available Minutes where protected Azure resources were not available. A minute is considered unavailable when DDoS Protection did not mitigate an attack which directly resulted in underlying Azure resources not meeting respective SLA.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer’s use of Azure DDoS Protection:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99.95%	25%

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Azure DNS

Additional Definitions:

“DNS Zone” refers to a deployment of the Azure DNS Service containing a DNS zone and record sets.

“Deployment Minutes” is the total number of minutes that a given DNS Zone has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all DNS Zones deployed in a given Microsoft Azure subscription during a billing month.

“Valid DNS Request” means a DNS request to an Azure DNS Service name server associated with a DNS Zone for a matching record set within the DNS Zone.

“Downtime” is the total accumulated Maximum Available Minutes during which the DNS Zone is unavailable. A minute is considered unavailable for a given DNS Zone if a DNS response is not received within two seconds to a valid DNS Request, provided that the valid DNS Request is made to all name servers associated with the DNS Zone and retries are continually attempted for at least 60 consecutive seconds.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
<100	10%
< 99.99%	25%
< 99.5%	100%

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Azure Firewall

Additional Definitions:

“Azure Firewall Service” refers to a logical firewall instance deployed in a customer Virtual Network.

“Maximum Available Minutes” is the total accumulated minutes in a billing month during which the Azure Firewall Service has been deployed in a Microsoft Azure subscription.

“Downtime” is the total accumulated Maximum Available Minutes in a billing month for a given Azure Firewall Service during which the Azure Firewall Service is unavailable. A given minute is considered unavailable if all attempts to connect to the Azure Firewall Service throughout the minute are unsuccessful.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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Azure Functions

For Function Apps running on App Service Plans we guarantee that the associated Functions compute will be available 99.95% of the time. No SLA is provided for Functions Apps running under Consumption Plans.

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given Function App is available to be triggered during a billing month. Deployment Minutes are measured based on the total time that the service is available to trigger a function execution and not based on the potential number of Function executions that might be triggered during a given month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Function Apps deployed by Customer in a given Microsoft Azure subscription during a billing month.

“Function App” is an individual Function deployed on an App Service Plan with an associated trigger.

“Downtime” The total accumulated Deployment Minutes, across the Function App deployed by a customer in a given Microsoft Azure subscription, during which the Function App is unavailable to be triggered. A minute is considered unavailable for a given Function App when there is no connectivity between the App Service Plan on which the Function App is hosted and Microsoft’s Internet gateway.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits:

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

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Azure Load Balancer

Additional Definitions:

“Load Balanced Endpoint” is an IP address and associated IP transport port definition.

“Healthy Virtual Machine” is a Virtual Machine which returns a Success Code for the health probe sent by the Azure Standard Load Balancer. The Virtual Machine must have Network Security Group rules permitting communication with the load balanced port.

“Connectivity” is bi-directional network traffic over supported IP transport protocols that can be sent and received from any IP address configured to allow traffic.

“Maximum Available Minutes” is the total number of minutes that a given Azure Standard Load Balancer (serving two or more Healthy Virtual Machines) has been deployed by Customer in a Microsoft Azure subscription during a billing month.

“Downtime” is the total number of minutes within Maximum Available Minutes during which the given Azure Standard Load Balancer is unavailable. A minute is considered unavailable if all Healthy Virtual Machines have no Connectivity through the Load Balanced Endpoint. Downtime does not include minutes resulting from SNAT port exhaustions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer’s use of Azure Load Balancer:

Monthly Uptime Percentage	Service Credit
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Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99.9%	25%

Service Level Exceptions: The Basic Load Balancer is not covered by this SLA.

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Azure Maps API

Additional Definitions:

“Total Transaction Attempts” is the total number of authenticated API requests made by Customer for a given Azure Map API during a billing month in a given Microsoft Azure subscription. Total Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

“Failed Transactions” is the set of all requests within Total Transaction Attempts that result in an Error Code or otherwise do not return a Success Code within 60 seconds after receipt by the Service.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Levels and Service Credits are applicable to Customer's use of Azure Maps API:

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

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Azure Monitor

Additional Definitions:

“Action Group” is a collection of actions deployed by Customer in a given Microsoft Azure subscription which defines preferred notification delivery methods.

“Deployment Minutes” is the total number of minutes that a given Action Group has been deployed by Customer in Microsoft Azure subscription during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Action Groups deployed by Customer in a given Microsoft Azure subscription during a billing month.

Downtime: is the total accumulated Deployment Minutes, across all Action Groups, during which the Action Group is unavailable. A minute is considered unavailable for a given Action Group if all continuous attempts to send alerts or perform registration management operations with respect to the Action Group throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits:

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

Also refer to Log Analytics and Application Insights.

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Azure Monitor Alerts

Additional Definitions:

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“Alert Rule” is a collection of signal criteria used to generate alerts using monitoring event data already available to Alert Service for analysis.

“Maximum Available Minutes” is the total number of minutes which Alert Rule(s) are deployed by Customer in a given Microsoft Azure subscription during a billing month.

“Downtime” is the total number of minutes within Maximum Available Minutes during which the Alert Rule is unavailable. A minute is considered unavailable for a given Alert Rule if all continuous attempts to analyze telemetry signals for resources defined within the Alert Rule throughout the minute either return an Error Code or do not result in a Success Code within five minutes from scheduled Alert Rule start time.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer’s use of Azure Monitor Alerts:

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

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Azure Monitor Notification Delivery

Additional Definitions:

“Action Group” is a collection of actions that defines preferred notification delivery methods.

“Maximum Available Minutes” is the total number of minutes which Action Group(s) are deployed by Customer in a given Microsoft Azure subscription during a billing month.

“Downtime” is the total number of minutes within Maximum Available Minutes during which the Action Group is unavailable. A minute is considered unavailable for a given Action Group if all continuous attempts to send alerts or perform registration management operations with respect to the Action Group throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer’s use of Azure Monitor Notification Delivery:

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

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Azure Security Center

Additional Definitions:

“Protected Node” is a Microsoft Azure resource, counted as a node for billing purposes that is configured for the Azure Security Center Standard Tier

“Security Monitoring” is the assessment of a Protected Node resulting in potential findings such as security health status, recommendations, and security alerts, exposed in Azure Security Center.

“Maximum Available Minutes” is the total number of minutes during a billing month that a given Protected Node has been deployed and configured for Security Monitoring.

“Downtime” is the total accumulated minutes during a billing month for which Security Monitoring information of a given Protected Node is unavailable. A minute is considered unavailable for a given Protected Node if all continuous attempts to retrieve Security Monitoring information throughout the minute result in either an Error Code or do not return a Success Code within two minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

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Service Credit:

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

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Azure Virtual WAN

Additional Definitions:

“Maximum Available Minutes” is the total accumulated minutes in a billing month during which a given Azure Virtual WAN has been deployed in a Microsoft Azure subscription.

“Downtime” is the total accumulated Maximum Available Minutes during which an Azure Virtual WAN is unavailable. A given minute is considered unavailable if all attempts to connect to the Azure Virtual WAN throughout the minute are unsuccessful.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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Batch Service

Additional Definitions:

“Average Error Rate” for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

“Error Rate” is the total number of Failed Requests divided by Total Requests during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Error Rate for that interval is 0%.

“Excluded Requests” are requests that result in an HTTP 4xx status code, other than an HTTP 408 status code.

“Failed Requests” is the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code or fail to return a Success Code within 5 seconds.

“Total Requests” is the total number of authenticated REST API requests, other than Excluded Requests, to perform operations against Batch accounts attempted within a one-hour interval within a given Azure subscription during a billing month.

Monthly Uptime Percentage: for the Batch Service is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in a billing month. The “Average Error Rate” for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month. Monthly Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = 100\% - \text{Average Error Rate}$$

Service Credit:

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

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Backup Service

Additional Definitions:

“Backup” or **“Back Up”** is the process of copying computer data from a registered server to a Backup Vault.

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“Backup Agent” refers to the software installed on a registered server that enables the registered server to Back Up or Restore one or more Protected Items.

“Backup Vault” refers to a container in which you may register one or more Protected Items for Backup.

“Deployment Minutes” is the total number of minutes during which a Protected Item has been scheduled for Backup to a Backup Vault.

“Failure” means that either the Backup Agent or the Service fails to fully complete a properly configured Backup or Recovery operation due to unavailability of the Backup Service.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Protected Items for a given Microsoft Azure subscription during a billing month.

“Protected Item” refers to a collection of data, such as a volume, database, or virtual machine that has been scheduled for Backup to the Backup Service such that it is enumerated as a Protected Item in the Protected Items tab in the Recovery Services section of the Management Portal.

“Recovery” or **“Restore”** is the process of restoring computer data from a Backup Vault to a registered server.

Downtime: The total accumulated Deployment Minutes across all Protected Items scheduled for Backup by you in a given Microsoft Azure subscription during which the Backup Service is unavailable for the Protected Item. The Backup Service is considered unavailable for a given Protected Item from the first Failure to Back Up or Restore the Protected Item until the initiation of a successful Backup or Recovery of a Protected Item, provided that retries are continually attempted no less frequently than once every thirty minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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BizTalk Services

Additional Definitions:

“BizTalk Service Environment” refers to a deployment of the BizTalk Services created by you, as represented in the Management Portal, to which you may send runtime message requests.

“Deployment Minutes” is the total number of minutes that a given BizTalk Service Environment has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all BizTalk Service Environments deployed by you in a given Microsoft Azure subscription during a billing month.

“Monitoring Storage Account” refers to the Azure Storage account used by the BizTalk Services to store monitoring information related to the execution of the BizTalk Services.

Downtime: The total accumulated Deployment Minutes, across all BizTalk Service Environments deployed by you in a given Microsoft Azure subscription, during which the BizTalk Service Environment is unavailable. A minute is considered unavailable for a given BizTalk Service Environment when there is no connectivity between your BizTalk Service Environment and Microsoft’s Internet gateway.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Basic, Standard, and Premium tiers of the BizTalk Services. The Developer tier of the Microsoft Azure BizTalk Services is not covered by this SLA.

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Additional Terms: When submitting a claim, you must ensure that complete monitoring data is maintained within the Monitoring Storage Account and is made available to Microsoft.

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Cache Services

Additional Definitions:

“Cache” refers to a deployment of the Cache Service created by you, such that its Cache Endpoints are enumerated in the Cache tab in the Management Portal.

“Cache Endpoints” refers to endpoints through which a Cache may be accessed.

“Deployment Minutes” is the total number of minutes that a given Cache has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Caches deployed by you in a given Microsoft Azure subscription during a billing month.

Downtime: The total accumulated Deployment Minutes, across all Caches deployed by you in a given Microsoft Azure subscription, during which the Cache is unavailable. A minute is considered unavailable for a given Cache when there is no connectivity throughout the minute between one or more Cache Endpoints associated with the Cache and Microsoft’s Internet gateway.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Cache Service, which includes the Azure Managed Cache Service or the Standard tier of the Azure Redis Cache Service. The Basic tier of the Azure Redis Cache Service is not covered by this SLA.

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CDN Service

Downtime: To assess Downtime, Microsoft will review data from any commercially reasonable independent measurement system used by you.

You 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).

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:

1. A test file will be placed on your origin (e.g., Azure Storage account).
2. The GET operation will retrieve the file through the CDN Service, by requesting the object from the appropriate Microsoft Azure domain name hostname.
3. 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.

Monthly Uptime Percentage: The percentage of HTTP transactions in which the CDN responds to client requests and delivers the requested content without error. Monthly Uptime Percentage of the CDN Service is calculated as the number of times the object was delivered successfully divided by the total number of requests (after removing erroneous data).

Service Credit:

Monthly Uptime Percentage	Service Credit
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Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99.5%	25%

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Cloud Services

Additional Definitions:

“Cloud Services” refers to a set of compute resources utilized for Web and Worker Roles.

“Role Instance Connectivity” is bi-directional network traffic between the role instance and other IP addresses using TCP or UDP network protocols in which the role instance is configured for allowed traffic. The IP addresses can be IP addresses in the same Cloud Service as the virtual machine, IP addresses within the same virtual network as the virtual machine or public, routable IP addresses.

“Maximum Available 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 Available 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.

“Tenant” represents one or more roles each consisting of one or more role instances that are deployed in a single package.

“Update Domain” refers to a set of Microsoft Azure instances to which platform updates are concurrently applied.

“Web Role” is a Cloud Services component run in the Azure execution environment that is customized for web application programming as supported by IIS and ASP.NET.

“Worker Role” is a Cloud Services component run in the Azure execution environment that is useful for generalized development, and may perform background processing for a Web Role.

Downtime: The total accumulated minutes that are part of Maximum Available Minutes that have no Role Instance Connectivity.

Monthly Uptime Percentage: Monthly Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{(\text{Maximum Available Minutes} - \text{Downtime})}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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Container Registry

Additional Definitions:

“Managed Registry” is any instance of Basic, Standard or Premium Container Registry.

“Registry Endpoint” is the host name from which a given Managed Registry is accessed by clients to perform Container Registry related operations.

“Registry Transactions” is the set of transaction requests sent from the client to the Registry Endpoint.

“Maximum Available Minutes” is the total number of minutes that a given Managed Container Registry has been deployed by Customer in a Microsoft subscription during a billing month.

“Downtime” is the total number of minutes within Maximum Available Minutes during which Managed Registry is unavailable. A minute is considered unavailable if all continuous attempts to send Registry Transactions receive an Error Code or do not respond within the Maximum Processing Time outlined in the table below.

Transaction Types	Maximum Processing Time
List (Repository, Manifests, Tags)	8 Minutes
Others	1 Minute

“Monthly Uptime Percentage” for Managed Container Registry is calculated using the following formula:

$$\text{Monthly Uptime \%} = \frac{(\text{Maximum Available Minutes} - \text{Downtime})}{\text{Maximum Available Minutes}} \times 100$$

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Service Credit:

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

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Data Catalog

Additional Definitions:

"Deployment Minutes" is the total number of minutes for which a Data Catalog has been purchased during a billing month.

"Entries" means any catalog object registration in the Data Catalog (such as a table, view, measure, cluster or report).

"Maximum Available Minutes" is the sum of all Deployment Minutes for the Data Catalog associated with a given Microsoft Azure subscription during a billing month.

Downtime: is the total accumulated Deployment minutes, during which the Data Catalog is unavailable. A minute is considered unavailable for a given Data Catalog if all attempts by administrators to add or remove users to the Data Catalog or all attempts by users to execute API calls to the Data Catalog for registering, searching, or deleting Entries either result in an Error Code or do not return a response within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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Data Factory – Activity Runs

Additional Definitions:

"Activity Run" means the execution or attempted execution of an activity

"Delayed Activity Runs" is the total number of attempted Activity Runs in which an activity fails to begin executing within four (4) minutes after the time at which it is scheduled for execution and all dependencies that are prerequisite to execution have been satisfied.

"Total Activity Runs" is the total number of Activity Runs attempted during in a billing month for a given Microsoft Azure Subscription.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Activity Runs} - \text{Delayed Activity Runs}}{\text{Total Activity Runs}} \times 100$$

Service Credit:

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

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Data Factory – API Calls

Additional Definitions:

"Excluded Requests" is the set of requests that result in an HTTP 4xx status code, other than an HTTP 408 status code.

"Failed Requests" is the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code or otherwise fail to return a Success Code within two minutes.

"Resources" means integration runtimes (including Azure, SSIS and self-hosted Integration Runtimes), triggers, pipelines, data sets, and linked services created within a Data Factory.

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“Total Requests” is the set of all requests, other than Excluded Requests, to perform operations against Resources during a billing month for a given Microsoft Azure subscription.

Monthly Uptime Percentage: of the API calls made to the Data Factory Services is calculated as Total Requests less Failed Requests divided by Total Requests in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{(\text{Total Requests} - \text{Failed Requests})}{\text{Total Requests}}$$

Service Credit:

The following Service Credits are applicable to Customer’s use of API calls within the Data Factory Service

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

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Data Lake Analytics

Additional Definitions:

“Total Operations” is the total number of authenticated operations attempted within a one-hour interval across all Data Lake Analytics accounts in a given Azure subscription during a billing month.

“Failed Operations” is the set of all operations within Total Operations that either return an Error Code or fail to return a Success Code within 5 minutes for account creation and deletion and 25 seconds for all other operations with an additional 2 seconds per MB for operations with payload.

“Error Rate” is the total number of Failed Operations divided by Total Operations during a given one-hour interval. If the Total Operations in a one-hour interval is zero, the Error Rate for that interval is 0%.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

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

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Data Lake Store

Additional Definitions:

“Total Operations” is the total number of authenticated operations attempted within a one-hour interval across all Data Lake Store accounts in a given Azure subscription during a billing month.

“Failed Operations” is the set of all operations within Total Operations that either return an Error Code or fail to return a Success Code within 5 minutes for account creation and deletion, 2 seconds per file for operations on multiple files, 2 seconds per MB for data transfer operations, and 2 seconds for all other operations.

“Error Rate” is the total number of Failed Operations divided by Total Operations during a given one-hour interval. If the Total Operations in a one-hour interval is zero, the Error Rate for that interval is 0%.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

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

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Event Grid

Additional Definitions:

"Maximum Available Minutes" is the total number of minutes that an Event Grid has been deployed by Customer in a Microsoft Azure subscription during a billing month.

"Downtime" is the total number of minutes within Maximum Available Minutes across all Event Grids deployed by Customer in a given Microsoft Azure subscription during which Event Grid is unavailable. A minute is considered unavailable for a given Event Grid if all requests to publish a message either return an Error Code or do not result in a Success Code within one minute.

"Monthly Uptime Percentage": The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
<99.99%	10%
<99%	25%

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ExpressRoute

Additional Definitions:

"Dedicated Circuit" means a logical representation of connectivity offered through the ExpressRoute Service between your premises and Microsoft Azure through an ExpressRoute connectivity provider, where such connectivity does not traverse the public Internet.

"Maximum Available Minutes" is the total number of minutes that a given Dedicated Circuit is linked to one or more Virtual Networks in Microsoft Azure during a billing month in a given Microsoft Azure subscription.

"Virtual Network" refers to a virtual private network that includes a collection of user-defined IP addresses and subnets that form a network boundary within Microsoft Azure.

"VPN Gateway" refers to a gateway that facilitates cross-premises connectivity between a Virtual Network and a customer on-premises network.

"Downtime" is the total accumulated minutes during a billing month for a given Microsoft Azure subscription during which the Dedicated Circuit is unavailable. A minute is considered unavailable for a given Dedicated Circuit if all attempts by you within the minute to establish IP-level connectivity to the VPN Gateway associated with the Virtual Network fail for longer than thirty seconds.

"Monthly Uptime Percentage" is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit The following Service Levels and Service Credits are applicable to Customer's use of each Dedicated Circuit within the ExpressRoute Service.

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

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Function App on Consumption Plan

Additional Definitions:

"Function App" is a collection of one or more functions deployed with an associated trigger.

"Total Triggered Executions" is the total number of all Function App executions triggered by Customer in a given Microsoft Azure subscription during a billing month.

"Unavailable Executions" is the total number of executions within Total Triggered Executions which failed to run. An execution failed to run when the given Function App history log did not capture any output five (5) minutes after the trigger is successfully fired.

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Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Triggered Executions} - \text{Unavailable Executions}}{\text{Total Triggered Executions}} \times 100$$

Service Levels and Service Credits are applicable to Customer's use of Function App on Consumption Plan:

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

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Function App on Service Plan

Additional Definitions:

"Deployment Minutes" is the total number of minutes that a given Function App is available to be triggered during a billing month. Deployment Minutes are measured based on the total time that the service is available to trigger a function execution and not based on the potential number of function executions that might be triggered during a given month.

"Maximum Available Minutes" is the sum of all Deployment Minutes for a given Function App deployed by Customer in a given Microsoft Azure subscription during a billing month.

"Downtime" is the total number of minutes within Maximum Available Minutes, during which the Function App is unavailable to be triggered. A minute is considered unavailable for a given Function App when there is no connectivity between the App Service Plan on which the Function App is hosted and Microsoft's Internet gateway.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer's use of Function App on Service Plan:

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

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HDInsight

Additional Definitions:

"Cluster Internet Gateway" means a set of virtual machines within an HDInsight Cluster that proxy all connectivity requests to the Cluster.

"Deployment Minutes" is the total number of minutes that a given HDInsight Cluster has been deployed in Microsoft Azure.

"HDInsight Cluster" or **"Cluster"** means a collection of virtual machines running a single instance of the HDInsight Service.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Clusters deployed by you in a given Microsoft Azure subscription during a billing month.

Downtime: The total accumulated Deployment Minutes when the HDInsight Service is unavailable. A minute is considered unavailable for a given Cluster if all continual attempts within the minute to establish a connection to the Cluster Internet Gateway fail.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%

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Monthly Uptime Percentage	Service Credit
< 99%	25%

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HockeyApp

Additional Definitions:

"HockeyApp Dashboard" means the web interface provided to developers to view and manage applications using the HockeyApp Service.

"Maximum Available Minutes" is the total number of minutes in a billing month.

Downtime: is the total accumulated minutes in a billing month during which the HockeyApp Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the HockeyApp Dashboard or to the HockeyApp API throughout the minute either result in an Error Code or do not return a response within one minute. For purposes of the HockeyApp API, HTTP response codes 408, 429, 500, 503, and 511 are not considered Error Codes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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IoT Central

Additional Definitions:

"Deployment Minutes" is the total number of minutes that a given IoT Central application has been deployed in given Microsoft Azure Subscription during a billing month.

"Device Identity Operations" refers to create, read, update, and delete operations performed on the devices of an IoT Central application.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all IoT Central applications deployed in a given Microsoft Azure subscription during a billing month.

"Message" refers to any content sent by a deployed IoT Central application to a device registered to the IoT Central application or received by the IoT Central application from a registered device.

Downtime: The total accumulated Maximum Available Minutes during which IoT Central is unavailable. A minute is considered unavailable for a given IoT Central application if all continuous attempts to send or receive Messages or perform Device Identity Operations on the IoT Central application throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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IoT hub

Additional Definitions:

"Deployment Minutes" is the total number of minutes that a given IoT hub has been deployed in Microsoft Azure during a billing month.

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“Device Identity Operations” refers to create, read, update, and delete operations performed on the device identity registry of an IoT hub.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all IoT hubs deployed in a given Microsoft Azure subscription during a billing month.

“Message” refers to any content sent by a deployed IoT hub to a device registered to the IoT hub or received by the IoT hub from a registered device, using any protocol supported by the Service.

Downtime: The total accumulated Deployment Minutes, across all IoT hubs deployed in a given Microsoft Azure subscription, during which the IoT hub is unavailable. A minute is considered unavailable for a given IoT hub if all continuous attempts to send or receive Messages or perform Device Identity Operations on the IoT hub throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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Key Vault

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given key vault has been deployed in Microsoft Azure during a billing month.

“Excluded Transactions” are transactions for creating, updating, or deleting key vaults, keys, or secrets.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Key Vaults deployed by you in a given Microsoft Azure subscription during a billing month.

Downtime: is the total accumulated Deployment Minutes, across all key vaults deployed by Customer in a given Microsoft Azure subscription, during which the key vault is unavailable. A minute is considered unavailable for a given key vault if all continuous attempts to perform transactions, other than Excluded Transactions, on the key vault throughout the minute either return an Error Code or do not result in a Success Code within 5 seconds from Microsoft's receipt of the request.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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Log Analytics (Query Availability SLA)

Additional Definitions:

“Maximum Available Minutes” is the total number of minutes that a given Log Analytics Workspace has been deployed by Customer in a Microsoft Azure subscription during a billing month.

“Downtime” is the total number of minutes within Maximum Available Minutes that data in a Log Analytics Workspace are unavailable. A minute is considered unavailable for a given Log Analytics Workspace during which no HTTP operations resulted in a Success Code.

“Monthly Query Availability Percentage” for a given Log Analytics Workspace calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100.

Monthly Query Availability Percentage: The Monthly Query Availability Percentage is calculated using the following formula:

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$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Query Availability Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Logic Apps

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given Logic App has been set to running in Microsoft Azure during a billing month. Deployment Minutes is measured from when the Logic App was created or Customer initiated an action that would result in running the Logic App to the time Customer initiated an action that would result in stopping or deleting the Logic App.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Logic Apps deployed by Customer in a given Microsoft Azure subscription during a billing month.

“Downtime” The total accumulated Deployment Minutes, across all Logic Apps deployed by Customer in a given Microsoft Azure subscription, during which the Logic App is unavailable. A minute is considered unavailable for a given Logic App when there is no connectivity between the Logic App and Microsoft’s Internet gateway.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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Azure Machine Learning Studio – Batch Execution Service (BES) and Management APIs Service

Additional Definitions:

“Failed Transactions” is the set of all requests within Total Transaction Attempts that return an Error Code.

“Total Transaction Attempts” is the total number of authenticated REST BES and Management API requests by you during a billing month for a given Microsoft Azure subscription.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

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

Service Level Exceptions: Service Levels and Service Credits are applicable to your use of the Azure Machine Learning Studio BES and Management API Service. The Free Azure Machine Learning Studio tier is not covered by this SLA.

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Azure Machine Learning Studio – Request Response Service (RRS)

Additional Definitions:

“**Failed Transactions**” is the set of all requests within Total Transaction Attempts that return an Error Code.

“**Total Transaction Attempts**” is the total number of authenticated REST RRS and Management API requests by you during a billing month for a given Microsoft Azure subscription.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

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

Service Level Exceptions: Service Levels and Service Credits are applicable to your use of the Azure Machine Learning Studio RRS and Management API Service. The Free Azure Machine Learning Studio tier is not covered by this SLA.

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Media Services – Content Protection Service

Additional Definitions:

“**Failed Transactions**” are all Valid Key Requests included in Total Transaction Attempts that result in an Error Code or otherwise do not return a Success Code within 30 seconds after receipt by the Content Protection Service.

“**Total Transaction Attempts**” are all Valid Key Requests made by you during a billing month for a given Azure subscription.

“**Valid Key Requests**” are all requests made to the Content Protection Service for existing content keys in a Customer's Media Service.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

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

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Media Services – Encoding Service

Additional Definitions:

“**Encoding**” means the processing of media files per subscription as configured in the Media Services Tasks.

“**Failed Transactions**” is the set of all requests within Total Transaction Attempts that do not return a Success Code within 30 seconds from Microsoft's receipt of the request.

“**Media Service**” means an Azure Media Services account, created in the Management Portal, associated with your Microsoft Azure subscription. Each Microsoft Azure subscription may have more than one associated Media Service.

“**Media Services Task**” means an individual operation of media processing work as configured by you. Media processing operations involve encoding and converting media files.

“**Total Transaction Attempts**” is the total number of authenticated REST API requests with respect to a Media Service made by you during a billing month for a subscription. Total Transaction Attempts does not include REST API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

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

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Media Services – Media Indexer Service

Additional Definitions:

“Failed Transactions” is the set of Indexer Tasks within Total Transaction Attempts that either, a) do not complete within a time period that is 3 times the duration of the input file, or b) do not start processing within 5 minutes of the time that a Media Reserved Unit becomes available for use by the Indexer Task.

“Indexer Task” means a Media Services Task that is configured to extract the speech content from an MP3 input file with a minimum five-minute duration.

“Media Reserved Unit” means reserved units purchased by the customer in an Azure Media Services account.

“Total Transaction Attempts” is the total number of Indexer Tasks attempted to be executed using an available Media Reserved Unit by Customer during a billing month for a subscription.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

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

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Media Services – Live Channels

Additional Definitions:

“Channel” means an end point within a Media Service that is configured to receive media data.

“Deployment Minutes” is the total number of minutes that a given Channel has been purchased and allocated to a Media Service and is in a running state during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Channels purchased and allocated to a Media Service during a billing month.

“Media Service” means an Azure Media Services account, created in the Management Portal, associated with your Microsoft Azure subscription. Each Microsoft Azure subscription may have more than one associated Media Service.

Downtime: The total accumulated Deployment Minutes when the Live Channels Service is unavailable. A minute is considered unavailable for a given Channel if the Channel has no External Connectivity during the minute.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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Media Services – Streaming Service

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given Streaming Unit has been purchased and allocated to a Media Service during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Streaming Units purchased and allocated to a Media Service during a billing month.

“Media Service” means an Azure Media Services account, created in the Management Portal, associated with your Microsoft Azure subscription. Each Microsoft Azure subscription may have more than one associated Media Service.

“Media Service Request” means a request issued to your Media Service.

“Streaming Unit” means a unit of reserved egress capacity purchased by you for a Media Service.

“Valid Media Services Requests” are all qualifying Media Service Requests for existing media content in a customer’s Azure Storage account associated with its Media Service when at least one Streaming Unit has been purchased and allocated to that Media Service. Valid Media Services Requests do not include Media Service Requests for which total throughput exceeds 80% of the Allocated Bandwidth.

Downtime: The total accumulated Deployment Minutes when the Streaming Service is unavailable. A minute is considered unavailable for a given Streaming Unit if all continuous Valid Media Service Requests made to the Streaming Unit throughout the minute result in an Error Code.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

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

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Media Services – Video Indexer Service

Additional Definitions:

“Failed Transactions” is the set of all requests within Total Transaction Attempts that return an Error Code, or do not send a response within 360 seconds from the completion of client sending the request.

“Total Transaction Attempts” is the total number of authenticated Video Indexer API requests made by Customer during a billing month for a subscription. Total Transaction Attempts do not include Video Indexer API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received, or Upload POST requests that send the file as byte array content.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

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

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Microsoft Cognitive Services

Additional Definitions:

“Total Transaction Attempts” is the total number of authenticated API requests by Customer during a billing month for a given Cognitive Service API. Total Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

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“Failed Transactions” is the set of all requests to the Cognitive Service API within Total Transaction Attempts that return an Error Code . Failed Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

“Monthly Uptime Percentage” for each API Service is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in a billing month for a given API subscription. Monthly Uptime Percentage is represented by the following formula:

Monthly Uptime % = (Total Transaction Attempts - Failed Transactions) / Total Transaction Attempts * 100

$$\text{Monthly Uptime \%} = \frac{(\text{Total Transaction Attempts} - \text{Failed Transactions})}{\text{Total Transaction Attempts}} \times 100$$

Service Credit

The following Service Levels and Service Credits are applicable to Cognitive Services APIs:

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

Service Level Exceptions: No SLA is provided to free tier or offerings in preview.

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Microsoft Genomics

Additional Definitions:

“Maximum Available Minutes” is the total accumulated minutes for all Microsoft Genomics accounts created by Customer and active during a billing month for a given Microsoft Azure Subscription.

“Downtime” is the total number of minutes within Maximum Available Minutes during which Microsoft Genomics is unavailable. A minute is considered unavailable if all continuous attempts to send authenticated Genomics service REST API requests throughout the minute either return an Error Code or do not respond with an acknowledgement within the minute.

“Monthly Uptime Percentage” for Microsoft Genomics is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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Mobile Engagement

Additional Definitions:

“Average Error Rate” for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

“Error Rate” is the total number of Failed Requests divided by Total Requests during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Error Rate for that interval is 0%.

“Excluded Requests” is the set of REST API requests that result in an HTTP 4xx status code, other than an HTTP 408 status code.

“Failed Requests” is the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code or fail to return a Success Code within 30 seconds.

“Mobile Engagement Application” is an Azure Mobile Engagement service instance.

“Total Requests” is the total number of authenticated REST API requests, other than Excluded Requests, made to Mobile Engagement Applications within a given Azure subscription during a billing month.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

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

The Free Mobile Engagement tier is not covered by this SLA.

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Mobile Services

Additional Definitions:

“Failed Transactions” include any API calls included in Total Transaction Attempts that result in either an Error Code or do not return a Success Code.

“Total Transaction Attempts” are the total accumulated API calls made to the Azure Mobile Services during a billing month for a given Microsoft Azure subscription for which the Azure Mobile Services are running.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

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

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Standard and Premium Mobile Services tiers. The Free Mobile Services tier is not covered by this SLA.

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Network Watcher

Additional Definitions:

“Network Diagnostic Tools” is a collection of network diagnostic and topology tools.

“Maximum Diagnostic Checks” is the total number of diagnostic actions performed by the Network Diagnostic Tool as configured by Customer in a billing month for a given Microsoft Azure subscription.

“Failed Diagnostic Checks” is the total number of diagnostic actions within Maximum Diagnostic Checks that returns an Error Code or does not return a response within the Maximum Processing Time documented in the table below.

Diagnostic Tool	Maximum Processing Time
IPFlow Verify NextHop Packet Capture Security Group View Topology	2 minutes
VPN Troubleshoot	10 minutes

“Monthly Uptime Percentage” is calculated by using the following formula:

$$\frac{\text{Maximum Diagnostic Checks} - \text{Failed Diagnostic Checks}}{\text{Maximum Diagnostic Checks}} \times 100$$

Service Levels:

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

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RemoteApp

Additional Definitions:

“Application” means a software application that is configured for streaming to a device using the RemoteApp Service.

“Maximum Available Minutes” is the sum of all User Application Minutes across all Users granted access to one or more Applications in a given Azure subscription during a billing month.

“User” means a specific user account that is able to stream an Application using the RemoteApp Service, as enumerated in the Management Portal.

“User Application Minutes” is the total number of minutes in a billing month during which you have granted a User access to an Application.

Downtime: The total accumulated User Minutes during which the RemoteApp Service is unavailable. A minute is considered unavailable for a given User when the User is unable to establish connectivity to an Application.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the RemoteApp Service. The RemoteApp free trial is not covered by this SLA.

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SAP HANA on Azure

Additional Definitions:

“Announced Single Instance Maintenance” means periods of Downtime related to network, hardware, or Service maintenance or upgrades impacting Single Instances. We will publish notice or notify you at least five (5) days prior to the commencement of such Downtime.

“High Availability Pair” refers to two or more identical SAP HANA on Azure large instances deployed in the same region and configured by the customer for system replication at the application layer. Customer must declare the members of a High Availability Pair to Microsoft during the architecture design process.

“SAP HANA on Azure Connectivity” is bi-directional network traffic between the SAP HANA on Azure large instance and other IP addresses using TCP or UDP network protocols in which the instance is configured for allowed traffic. The IP addresses must be IP addresses on the Virtual Network of the associated Azure subscription.

“Single Instance” is defined as any single Microsoft SAP HANA on Azure Large Instance machine that is not deployed in an High Availability Pair.

Monthly Uptime Calculation and Service Levels for SAP HANA on Azure High Availability Pair

“Maximum Available Minutes” is the total accumulated minutes during a billing month for all SAP HANA on Azure instances deployed in the same High Availability Pair. Maximum Available Minutes is measured from when two or more instances in the same High Availability Pair have both been started resultant from an action initiated by Customer to the time Customer has initiated an action that would result in stopping the instances.

“Downtime” is the total accumulated minutes that are part of Maximum Available Minutes that have no SAP HANA on Azure Connectivity.

Monthly Uptime Percentage: The Monthly Uptime Percentage for SAP HANA on Azure High Availability Pair is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit for SAP HANA on Azure High Availability Pair:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%

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Monthly Uptime Percentage	Service Credit
< 99.9%	25%

Monthly Uptime Calculation and Service Levels for SAP HANA on Azure Single Instance

“Maximum Available Minutes” is the total accumulated minutes for all SAP HANA on Azure Single Instances deployed by Customer during a billing month for a given Microsoft Azure subscription.

“Downtime” is the total accumulated minutes that are part of Maximum Available Minutes that have no SAP HANA on Azure Connectivity. Downtime excludes Announced Single Instance Maintenance.

Monthly Uptime Percentage: The Monthly Uptime Percentage for SAP HANA on Azure Single Instance is calculated using the following formula

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of SAP HANA on Azure Single Instances:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%
<95%	100%

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Scheduler

Additional Definitions:

“Maximum Available Minutes” is the total number of minutes in a billing month.

“Planned Execution Time” is a time at which a Scheduled Job is scheduled to begin executing.

“Scheduled Job” means an action specified by you to execute within Microsoft Azure according to a specified schedule.

Downtime: The total accumulated minutes in a billing month during which one or more of your Scheduled Jobs is in a state of delayed execution. A given Scheduled Job is in a state of delayed execution if it has not begun executing after a Planned Execution Time, provided that such delayed execution time shall not be considered Downtime if the Scheduled Job begins executing within thirty (30) minutes after a Planned Execution Time.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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Search

Additional Definitions:

“Average Error Rate” for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

“Error Rate” is the total number of Failed Requests divided by Total Requests, across all Search Service Instances in a given Azure subscription, during a given one-hour interval. If the Total Requests in a one-hour interval is zero, the Error Rate for that interval is 0%.

“Excluded Requests” are all requests that are throttled due to exhaustion of resources allocated for a Search Service Instance, as indicated by an HTTP 503 status code and a response header indicating the request was throttled.

“Failed Requests” is the set of all requests within Total Requests that fail to return either a Success Code or HTTP 4xx response.

“Replica” is a copy of a search index within a Search Service Instance.

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“Search Service Instance” is an Azure Search service instance containing one or more search indexes.

“Total Requests” is the set of (i) all requests to update a Search Service Instance having three or more Replicas, plus (ii) all requests to query a Search Service Instance having two or more Replicas, other than Excluded Requests, within a one-hour interval within a given Azure subscription during a billing month.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

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

Service Level Exceptions: The Free Search tier is not covered by this SLA.

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Service-Bus Service – Event Hubs

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given Event Hub has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Event Hubs deployed by you in a given Microsoft Azure subscription under the Basic or Standard Event Hubs tiers during a billing month.

“Message” refers to any user-defined content sent or received through Service Bus Relays, Queues, Topics, or Notification Hubs, using any protocol supported by Service Bus.

Downtime: The total accumulated Deployment Minutes, across all Event Hubs deployed by you in a given Microsoft Azure subscription under the Basic or Standard Event Hubs tiers, during which the Event Hub is unavailable. A minute is considered unavailable for a given Event Hub if all continuous attempts to send or receive Messages or perform other operations on the Event Hub throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Basic and Standard Event Hubs tiers. The Free Event Hubs tier is not covered by this SLA.

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Service-Bus Service – Notification Hubs

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given Notification Hub has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Notification Hubs deployed by you in a given Microsoft Azure subscription under the Basic or Standard Notification Hubs tiers during a billing month.

Downtime: The total accumulated Deployment Minutes, across all Notification Hubs deployed by you in a given Microsoft Azure subscription under the Basic or Standard Notification Hubs tiers, during which the Notification Hub is unavailable. A minute is considered unavailable for a given Notification Hub if all continuous attempts to send notifications or perform registration management operations with respect to the Notification Hub throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

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Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Basic and Standard Notification Hubs tiers. The Free Notification Hubs tier is not covered by this SLA.

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Service-Bus Service – Queues and Topics

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given Queue or Topic has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Queues and Topics deployed by you in a given Microsoft Azure subscription during a billing month.

“Message” refers to any user-defined content sent or received through Service Bus Relays, Queues, Topics, or Notification Hubs, using any protocol supported by Service Bus.

Downtime: The total accumulated Deployment Minutes, across all Queues and Topics deployed by you in a given Microsoft Azure subscription, during which the Queue or Topic is unavailable. A minute is considered unavailable for a given Queue or Topic if all continuous attempts to send or receive Messages or perform other operations on the Queue or Topic throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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Service-Bus Service – Relays

Additional Definitions:

“Message” refers to any user-defined content sent or received through Service Bus Relays, Queues, or Topics, using any protocol supported by Service Bus.

“Deployment Minutes” is the total number of minutes that a given Relay has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Relays deployed by Customer in a given Microsoft Azure subscription during a billing month.

Downtime: Is the total accumulated Deployment Minutes, across all Relays deployed by Customer in a given Microsoft Azure subscription, during which the Relay is unavailable. A minute is considered unavailable for a given Relay if all continuous attempts to establish a connection to the Relay throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime percentage for Relays is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

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$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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SignalR Service

Additional Definitions:

“Downtime” is the total accumulated Maximum Available Minutes during a billing month for the SignalR Service during which the SignalR Service is unavailable. A given minute is considered unavailable if all attempts to send SignalR Transactions throughout the minute either return an Error Code or do not result in a Success Code within one minute.

“Maximum Available Minutes” is the total number of minutes that the SignalR Service has been deployed by the Customer in a given Microsoft Azure subscription during a billing month.

SignalR Service Endpoint is the host name from which the SignalR Service is accessed by servers or clients to perform SignalR Transactions.

“SignalR Transactions” is the set of transaction requests sent from client to server or from server to client through a SignalR Service Endpoint.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of the SignalR Service Standard tiers. The SignalR Service Free tier is not covered by this SLA.

Service Credit:

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

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SQL Data Warehouse Database

Additional Definitions:

“Database” means any SQL Data Warehouse Database.

“Maximum Available Minutes” is the total number of minutes that a given Database has been deployed in Microsoft Azure during a billing month in a given Microsoft Azure subscription.

“Client Operations” is the set of all documented operations supported by SQL Data Warehouse.

Downtime: is the total accumulated minutes during a billing month for a given Microsoft Azure subscription during which a given Database is unavailable. A minute is considered unavailable for a given Database if more than 1% of all Client Operations completed during the minute return an Error Code.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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SQL Database Service (Basic, Standard and Premium Tiers)

Additional Definitions:

“Database” means any single or elastic Basic, Standard, or Premium Microsoft Azure SQL Database.

“Maximum Available Minutes” is the total number of minutes that a given Database has been deployed in in Microsoft Azure during a billing month in a given Microsoft Azure subscription.

Downtime: is the total accumulated minutes during a billing month for a given Microsoft Azure subscription during which a given Database is unavailable. A minute is considered unavailable for a given Database if all continuous attempts to establish a connection to the Database within the minute fail.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

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SQL Database Service (Web and Business Tiers)

Additional Definitions:

“Database” means any Web or Business Microsoft Azure SQL Database.

“Deployment Minutes” is the total number of minutes that a given Web or Business Database has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Web and Business Databases for a given Microsoft Azure subscription during a billing month.

Downtime: The total accumulated Deployment Minutes across all Web and Business Databases deployed by you in a given Microsoft Azure subscription during which the Database is unavailable. A minute is considered unavailable for a given Database if all continuous attempts by you to establish a connection to the Database within the minute fail.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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SQL Server Stretch Database

Additional Definitions:

“Database” means one instance of SQL Server Stretch Database.

“Maximum Available Minutes” is the total number of minutes that a given Database has been deployed in a given Microsoft Azure subscription during a billing month.

Downtime: is the total accumulated minutes across all Databases deployed by Customer in a given Microsoft Azure subscription during which the Database is unavailable. A minute is considered unavailable for a given Database if all continuous attempts by Customer to establish a connection to the Database within the minute fail.

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Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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Storage Service

Additional Definitions:

“Average Error Rate” for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

“Blob Storage Account” is a storage account specialized for storing data as blobs and provides the ability to specify an access tier indicating how frequently the data in that account is accessed.

“Cool Access Tier” is an attribute of a Blob Storage Account indicating that the data in the account is infrequently accessed and has a lower availability service level than data in other access tiers.

“Excluded Transactions” are storage transactions that do not count toward either Total Storage Transactions or Failed Storage Transactions. Excluded Transactions include pre-authentication failures; authentication failures; attempted transactions for storage accounts over their prescribed quotas; creation or deletion of containers, file shares, tables, or queues; clearing of queues; and copying blobs or files between storage accounts.

“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). If the Total Storage Transactions in a given one-hour interval is zero, the error rate for that interval is 0%.

“Failed Storage Transactions” is the set of all storage transactions within Total Storage Transactions that are not completed within the Maximum Processing Time associated with their respective transaction type, as specified in the table below. Maximum Processing Time includes only the time spent processing a transaction request within the Storage Service and does not include any time spent transferring the request to or from the Storage Service.

Request Types	Maximum Processing Time
PutBlob and GetBlob (includes blocks and pages) Get Valid Page Blob Ranges	Two (2) seconds multiplied by the number of MBs transferred in the course of processing the request
PutFile and GetFile	Two (2) seconds multiplied by the number of MBs transferred in the course of processing the request
Copy Blob	Ninety (90) seconds (where the source and destination blobs are within the same storage account)
CopyFile	Ninety (90) seconds (where the source and destination files are within the same storage account)
PutBlockList GetBlockList	Sixty (60) seconds
Table Query List Operations	Ten (10) seconds (to complete processing or return a continuation)
Batch Table Operations	Thirty (30) seconds
All Single Entity Table Operations All other Blob, File, and Message Operations	Two (2) seconds

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

Failed Storage Transactions do not include:

1. Transaction requests that are throttled by the Storage Service due to a failure to obey appropriate back-off principles.
2. Transaction requests having timeouts set lower than the respective Maximum Processing Times specified above.
3. Read transactions requests to RA-GRS Accounts for which you did not attempt to execute the request against Secondary Region associated with the storage account if the request to the Primary Region was not successful.
4. Read transaction requests to RA-GRS Accounts that fail due to Geo-Replication Lag.

“Geo Replication Lag” for GRS and RA-GRS Accounts is the time it takes for data stored in the Primary Region of the storage account to replicate to the Secondary Region of the storage account. Because GRS and RA-GRS Accounts are replicated asynchronously to the Secondary Region, data

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written to the Primary Region of the storage account will not be immediately available in the Secondary Region. You can query the Geo Replication Lag for a storage account, but Microsoft does not provide any guarantees as to the length of any Geo Replication Lag under this SLA.

“Geographically Redundant Storage (GRS) Account” is a storage account for which data is replicated synchronously within a Primary Region and then replicated asynchronously to a Secondary Region. You cannot directly read data from or write data to the Secondary Region associated with GRS Accounts.

“Locally Redundant Storage (LRS) Account” is a storage account for which data is replicated synchronously only within a Primary Region.

“Primary Region” is a geographical region in which data within a storage account is located, as selected by you when creating the storage account. You may execute write requests only against data stored within the Primary Region associated with storage accounts.

“Read Access Geographically Redundant Storage (RA-GRS) Account” is a storage account for which data is replicated synchronously within a Primary Region and then replicated asynchronously to a Secondary Region. You can directly read data from, but cannot write data to, the Secondary Region associated with RA-GRS Accounts.

“Secondary Region” is a geographical region in which data within a GRS or RA-GRS Account is replicated and stored, as assigned by Microsoft Azure based on the Primary Region associated with the storage account. You cannot specify the Secondary Region associated with storage accounts.

“Total Storage Transactions” is the set of all storage transactions, other than Excluded Transactions, attempted within a one-hour interval across all storage accounts in the Storage Service in a given subscription.

“Zone Redundant Storage (ZRS) Account” is a storage account for which data is replicated across multiple facilities. These facilities may be within the same geographical region or across two geographical regions.

Monthly Uptime Percentage: Monthly Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit – LRS, ZRS, GRS and RA-GRS (write requests) Accounts:

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

Service Credit – RA-GRS (read requests) Accounts:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Service Credit – LRS, GRS and RA-GRS (write requests) Blob Storage Accounts (Cool Access Tier):

Monthly Uptime Percentage	Service Credit
< 99%	10%
< 98%	25%

Service Credit – RA-GRS (read requests) Blob Storage Accounts (Cool Access Tier):

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 98%	25%

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Stream Analytics – API Calls

Additional Definitions:

“Total Transaction Attempts” is the total number of authenticated REST API requests to manage a streaming job within the Stream Analytics Service by Customer during a billing month for a given Microsoft Azure subscription.

“Failed Transactions” is the set of all requests within Total Transaction Attempts that return an Error Code or otherwise do not return a Success Code within five minutes from Microsoft’s receipt of the request.

“Monthly Uptime Percentage” for API calls within the Stream Analytics Service is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}}$$

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Service Credit:

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

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Stream Analytics – Jobs

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given job has been deployed within the Stream Analytics Service during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all jobs deployed by Customer in a given Microsoft Azure subscription during a billing month.

Downtime is the total accumulated Deployment Minutes, across all jobs deployed by Customer in a given Microsoft Azure subscription, during which the job is unavailable. A minute is considered unavailable for a deployed job if the job is neither processing data nor available to process data throughout the minute.

Monthly Uptime Percentage for jobs within the Stream Analytics Service is represented by the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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Traffic Manager Service

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given Traffic Manager Profile has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Traffic Manager Profiles deployed by you in a given Microsoft Azure subscription during a billing month.

“Traffic Manager Profile” or **“Profile”** refers to a deployment of the Traffic Manager Service created by you containing a domain name, endpoints, and other configuration settings, as represented in the Management Portal.

“Valid DNS Response” means a DNS response, received from at least one of the Traffic Manager Service name server clusters, to a DNS request for the domain name specified for a given Traffic Manager Profile.

Downtime: The total accumulated Deployment Minutes, across all Profiles deployed by you in a given Microsoft Azure subscription, during which the Profile is unavailable. A minute is considered unavailable for a given Profile if all continual DNS queries for the DNS name specified in the Profile that are made throughout the minute do not result in a Valid DNS Response within two seconds.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

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Virtual Machines

Additional Definitions:

“Availability Set” refers to two or more Virtual Machines deployed across different Fault Domains to avoid a single point of failure.

“Availability Zone” is a fault-isolated area within an Azure region, providing redundant power, cooling, and networking.

“Data Disk” is a persistent virtual hard disk, attached to a Virtual Machine, used to store application data.

“Fault Domain” is a collection of servers that share common resources such as power and network connectivity.

“Operating System Disk” is a persistent virtual hard disk, attached to a Virtual Machine, used to store the Virtual Machine’s operating system.

“Single Instance” is defined as any single Microsoft Azure Virtual Machine that either is not deployed in an Availability Set or has only one instance deployed in an Availability Set.

“Virtual Machine” refers to persistent instance types that can be deployed individually or as part of an Availability Set.

“Virtual Machine Connectivity” is bi-directional network traffic between the Virtual Machine and other IP addresses using TCP or UDP network protocols in which the Virtual Machine is configured for allowed traffic. The IP addresses can be IP addresses in the same Cloud Service as the Virtual Machine, IP addresses within the same virtual network as the Virtual Machine or public, routable IP addresses.

Monthly Uptime Calculation and Service Levels for Virtual Machines in Availability Zones

“Maximum Available Minutes” is the total accumulated minutes during a billing month that have two or more instances deployed across two or more Availability Zones in the same region. Maximum Available Minutes is measured from when at least two Virtual Machines across two Availability Zones in the same region have both been started resultant from action initiated by Customer to the time Customer has initiated an action that would result in stopping or deleting the Virtual Machines.

“Downtime” is the total accumulated minutes that are part of Maximum Available Minutes that have no Virtual Machine Connectivity in the region.

“Monthly Uptime Percentage” for Virtual Machines in Availability Zones is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{(\text{Maximum Available Minutes} - \text{Downtime})}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

The following Service Levels and Service Credits are applicable to Customer’s use of Virtual Machines deployed across two or more Availability Zones in the same region:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%
< 95%	100%

Monthly Uptime Calculation and Service Levels for Virtual Machines in an Availability Set

Maximum Available Minutes: The total accumulated minutes during a billing month for all Internet facing Virtual Machines that have two or more instances deployed in the same Availability Set. Maximum Available Minutes is measured from when at least two Virtual Machines in the same Availability Set have both been started resultant from action initiated by you to the time you have initiated an action that would result in stopping or deleting the Virtual Machines.

Downtime: The total accumulated minutes that are part of Maximum Available Minutes that have no Virtual Machine Connectivity.

Monthly Uptime Percentage: for Virtual Machines is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Microsoft Azure subscription. Monthly Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{(\text{Maximum Available Minutes} - \text{Downtime})}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

The following Service Levels and Service Credits are applicable to Customer’s use of Virtual Machines in an Availability Set:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%
< 95%	100%

Monthly Uptime Calculation and Service Levels for Single-Instance Virtual Machines

“**Minutes in the Month**” is the total number of minutes in a given month.

Downtime: is the total accumulated minutes that are part of Minutes in the Month that have no Virtual Machine Connectivity.

Monthly Uptime Percentage: is calculated by subtracting from 100% the percentage of Minutes in the Month in which any Single Instance Virtual Machine using premium storage for all Operating System Disks and Data Disks had Downtime.

$$\text{Monthly Uptime \%} = \frac{(\text{Minutes in the Month} - \text{Downtime})}{\text{Minutes in the Month}} \times 100$$

Service Credit:

The following Service Levels and Service Credits are applicable to Customer’s use of Single-Instance Virtual Machines:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%
< 95%	100%

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VPN Gateway

Additional Definitions:

“**Maximum Available Minutes**” is the total accumulated minutes during a billing month which a given VPN Gateway has been deployed in a Microsoft Azure subscription.

“**Virtual Network**” refers to a virtual private network that includes a collection of user-defined IP addresses and subnets that form a network boundary within Microsoft Azure.

“**VPN Gateway**” refers to a gateway that facilitates cross-premises connectivity between a Virtual Network and a customer on-premises network.

Downtime: Is the total accumulated Maximum Available Minutes during which a VPN Gateway is unavailable. A minute is considered unavailable if all attempts to connect to the VPN Gateway within a thirty-second window within the minute are unsuccessful.

Monthly Uptime Percentage: The Monthly Uptime Percentage for a given VPN Gateway is calculated as Maximum Available Minutes less Downtime divided by the Maximum Available Minutes in a billing month for the VPN Gateway. The Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of each VPN Gateway:

Basic Gateway for VPN or ExpressRoute Service Credit:

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

Standard, High Performance, VpnGw1, VpnGw2, Gateway for VPN / Standard, High Performance, Ultra Performance Gateway for ExpressRoute Service Credit:

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

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Visual Studio App Center Build Service

Additional Definitions:

“**Build Service**” is a feature that allows customers to build their mobile applications in Visual Studio App Center.

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“Maximum Available Minutes” is the total number of minutes for which Build Service has been deployed by Customer for a given Microsoft Azure subscription during a billing month.

“Downtime” is the total number of minutes within Maximum Available Minutes during which the Build Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the Build Service to perform operations initiated by Customer throughout the minute either result in an Error Code or do not return a response within one minute.

Monthly Uptime Percentage: The Monthly Uptime Percentage for the Visual Studio App Center Build Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100. Monthly Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of the Visual Studio App Center Build Service. Free tier service is not covered by this SLA.

Service Credit:

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

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Visual Studio App Center Test Service

Additional Definitions:

“Test Service” is a feature that allows customers to upload and run tests for their mobile applications on physical devices running in Visual Studio App Center.

“Maximum Available Minutes” is the total number of minutes for which Test Service has been deployed by Customer for a given Microsoft Azure subscription during a billing month.

Downtime: The total number of minutes within Maximum Available Minutes during which the Test Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the Test Service to perform operations initiated by Customer throughout the minute either result in an Error Code or do not return a response within one minute.

Monthly Uptime Percentage: The Monthly Uptime Percentage for the Visual Studio App Center Test Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100. Monthly Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of the Visual Studio App Center Test Service. Free tier service is not covered by this SLA.

Service Credit:

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

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Visual Studio App Center Push Notification Service

Additional Definitions:

“Push Notification Service” is a feature that enables customers to push messages to specific devices configured to receive such messages using Visual Studio App Center.

“Maximum Available Minutes” is the total number of minutes for which Push Notification Service has been deployed by Customer for a given Microsoft Azure subscription during a billing month.

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Downtime: The total number of minutes within Maximum Available Minutes during which Push Notification Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to Push Notification Service to perform operations initiated by Customer throughout the minute either result in an Error Code or do not return a response within one minute.

Monthly Uptime Percentage: The Monthly Uptime Percentage for the Visual Studio App Center Push Notification Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100. Monthly Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Visual Studio App Center Push Notification Service. Free tier service is not covered by this SLA.

Service Credit:

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

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Azure Dev Ops Services – Azure Pipelines

Additional Definitions:

"Azure Pipelines" is a feature that allows customers to build and deploy their applications in Azure DevOps Services.

"Maximum Available Minutes" is the total number of minutes for which the paid Azure Pipelines has been enabled for a given Microsoft Azure subscription during a billing month.

"Downtime" is the total accumulated minutes for a given Microsoft Azure subscription during which the Azure Pipelines Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the Azure Pipelines Service to perform operations initiated by you throughout the minute either result in an Error Code or do not return a response.

Monthly Uptime Percentage: The Monthly Uptime Percentage for the Azure Pipelines Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100. Monthly Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Azure Pipelines Service. Free tier service is not covered by this SLA.

Service Credit:

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

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Azure DevOps Test Plans – Load Testing Service

Additional Definitions:

"Azure DevOps Test Plans Load Testing Service" is a feature that allows customers to generate automated tasks to test the performance and scalability of applications.

"Maximum Available Minutes" is the total number of minutes for which the paid Azure DevOps Test Plans Load Testing Service has been enabled for a given Microsoft Azure subscription during a billing month.

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“Downtime” is the total accumulated minutes for a given Microsoft Azure subscription during which the Azure DevOps Test Plans Load Testing Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the Azure DevOps Test Plans Load Testing Service to perform operations initiated by you throughout the minute either result in an Error Code or do not return a response.

Monthly Uptime Percentage: The Monthly Uptime Percentage for the Azure DevOps Test Plans Load Testing Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100. Monthly Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of the Azure Test Plans Load Testing Service.

Service Credit:

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

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Azure DevOps Services – User Plans Service

Additional Definitions:

“Azure DevOps Test Plans Load Testing Service” is a feature that allows customers to generate automated tasks to test the performance and scalability of applications.

“Azure DevOps Services Users” refers to the set of features and capabilities available to a user within an Azure DevOps Services account in a Customer subscription. The features and capabilities available are described on the [Azure DevOps](#) website.

“Azure Pipelines” is a feature that allows customers to build and deploy their applications in Azure DevOps Services.

“Deployment Minutes” is the total number of minutes for which a User Plan has been purchased during a billing month.

“Downtime” is the total accumulated Deployment Minutes, across all User Plans for a given Microsoft Azure subscription, during which the Service Plan is unavailable. A minute is considered unavailable for a given User Plan if all continuous HTTP requests to perform operations, other than operations pertaining to the Azure Pipelines Service or the Azure DevOps Test Plans Load Testing Service, throughout the minute either result in an Error Code or do not return a response.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all User Plans for a given Microsoft Azure subscription during a billing month.

“User-Based Extensions” means the set of Azure DevOps Services extensions published by Microsoft which are sold on a per-user basis via the Azure DevOps Marketplace.

“User Plans” refer to Azure DevOps Services Users and User-Based Extensions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

In the event Azure DevOps Services are unavailable, Service Credits are applicable to Azure DevOps Services Users and User-Based Extensions. The following Service Levels and Service Credits are applicable to Customer’s use of Azure DevOps Services User Plans:

Service Credit:

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

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Microsoft Azure Plans

Azure Active Directory Basic

Downtime: Any period of time when users are not able to log in to the service, log in to the Access Panel, access applications on the Access Panel and reset passwords; or any period of time IT administrators are not able to create, read, write and delete entries in the directory and/or provision/de-provision users to applications in the directory.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Azure Active Directory B2C

Additional Definitions:

"Deployment Minutes" is the total number of minutes for which an Azure AD B2C directory has been deployed during a billing month.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Azure AD B2C directories in a given Microsoft Azure subscription during a billing month.

Downtime: is the total accumulated minutes across all Azure AD B2C directories deployed by Customer in a given Microsoft Azure subscription during which the Azure AD B2C service is unavailable. A minute is considered unavailable if either all attempts to process user sign-up, sign-in, profile editing, password reset and multi-factor authentication requests, or all attempts by developers to create, read, write and delete entries in a directory, fails to return tokens or valid Error Codes, or do not return responses within two minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

Service Level Exceptions: No SLA is provided for the Free tier of Azure Active Directory B2C.

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Azure Active Directory Premium

Downtime: Any period of time when users are not able to log in to the service, log in to the Access Panel, access applications on the Access Panel and reset passwords; or any period of time IT administrators are not able to create, read, write and delete entries in the directory and/or provision/de-provision users to applications in the directory.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Azure Information Protection Premium

Downtime: Any period of time when end users cannot create or consume IRM documents and email.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Azure Site Recovery Service – On-Premises-to-Azure

Additional Definitions:

“Failover” is the process of transferring control, either simulated or actual, of a Protected Instance from a primary site to a secondary site.

“On-Premises-to-Azure Failover” is the Failover of a Protected Instance from a non-Azure primary site to an Azure secondary site.

“Protected Instance” refers to a virtual or physical machine configured for replication by the Azure Site Recovery Service from a primary site to a secondary site. Protected Instances are enumerated in the Protected Items tab in the Recovery Services section of the Management Portal.

“Recovery Time Objective (RTO)” means the period of time beginning when you initiate a Failover of a Protected Instance experiencing either a planned or unplanned outage for On-Premises-to-Azure replication to the time when the Protected Instance is running as a virtual machine in Microsoft Azure, excluding any time associated with manual action or the execution of your scripts.

“Monthly Recovery Time Objective”: For a specific Protected Instance configured for On-Premises-to-Azure replication in a given billing month is two hours.

Service Credit:

Monthly Recovery Time Objective	Service Credit
> 2 hours	100%

Additional Terms: Monthly Recovery Time Objective and Service Credits are calculated for each Protected Instance used by you.

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Azure Site Recovery Service – On-Premises-to-On-Premises

Additional Definitions:

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“Failover” is the process of transferring control, either simulated or actual, of a Protected Instance from a non-Azure primary site to a non-Azure secondary site.

“Failover Minutes” is the total number of minutes in a billing month during which a Failover of a Protected Instance configured for On-Premises-to-On-Premises replication has been attempted but not completed.

“Maximum Available Minutes” is the total number of minutes that a given Protected Instance has been configured for On-Premises-to-On-Premises replication by the Azure Site Recovery Service during a billing month.

“On-Premises-to-On-Premises Failover” is the Failover of a Protected Instance from a non-Azure primary site to a non-Azure secondary site.

“Protected Instance” refers to a virtual or physical machine configured for replication by the Azure Site Recovery Service from a primary site to a secondary site. Protected Instances are enumerated in the Protected Items tab in the Recovery Services section of the Management Portal.

Downtime: Is the total accumulated Failover Minutes in which the Failover of a Protected Instance is unsuccessful due to unavailability of the Azure Site Recovery Service, provided that retries are continually attempted no less frequently than once every thirty minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

Additional Terms: Monthly Recovery Time Objective and Service Credits are calculated for each Protected Instance used by you.

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Azure Site Recovery Service – Azure-to-Azure Failover

Additional Definitions:

“Failover” is the process of transferring control, either simulated or actual, of a Protected Instance from a primary site to a secondary site.

“Azure-to-Azure Failover” is the Failover of a Protected Instance from an Azure primary site to an Azure secondary site.

“Protected Instance” refers to a virtual or physical machine configured for replication by the Azure Site Recovery Service from a primary site to a secondary site. Protected Instances are enumerated in the Protected Items tab in the Recovery Services section of the Management Portal.

“Recovery Time Objective (RTO)” means the period of time beginning when Customer initiates a Failover of a Protected Instance for Azure-to-Azure replication to the time when the Protected Instance is running as a virtual machine in secondary Azure region, excluding any time associated with manual action or the execution of Customer scripts.

“Monthly Recovery Time Objective” for a specific Protected Instance configured for Azure-to-Azure replication in a given billing month is 2 hours.

Service Credit:

Monthly Recovery Time Objective	Service Credit
>2 hours	100%

Additional Terms: Monthly Recovery Time Objective and Service Credits are calculated for each Protected Instance used by you.

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Multi-Factor Authentication Service

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given Multi-Factor Authentication provider has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Multi-Factor Authentication providers deployed by you in a given Microsoft Azure subscription during a billing month.

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Downtime: The total accumulated Deployment Minutes, across all Multi-Factor Authentication providers deployed by you in a given Microsoft Azure subscription, during which the Multi-Factor Authentication Service is unable to receive or process authentication requests for the Multi-Factor Authentication provider.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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StorSimple Service

Additional Definitions:

“Backup” is the process of backing up data stored on a registered StorSimple device to one or more associated cloud storage accounts within Microsoft Azure.

“Cloud Tiering” is the process of transferring data from a registered StorSimple device to one or more associated cloud storage accounts within Microsoft Azure.

“Deployment Minutes” is the total number of minutes during which a Managed Item has been configured by Customer for Backup or Cloud Tiering to a StorSimple storage account in Microsoft Azure.

“Failure” means the inability to fully complete a properly configured Backup, Tiering, or Restoring operation due to unavailability of the StorSimple Service.

“Managed Item” refers to a volume that has been configured to Backup to the cloud storage accounts using the StorSimple Service.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Managed Items for a given Microsoft Azure subscription during a billing month.

“Restoring” is the process of copying data to a registered StorSimple device from its associated cloud storage account(s).

Downtime: The total number of minutes within Maximum Available Minutes during which the StorSimple Service is unavailable for the Managed Item. The StorSimple Service is considered unavailable for a given Managed Item from the first Failure of a Backup, Cloud Tiering, or Restoring operation with respect to the Managed Item until the initiation of a successful Backup, Cloud Tiering, or Restoring operation of the Managed Item, provided that retries are continually attempted no less frequently than once every thirty minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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

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StorSimple Data Manager

Additional Definitions:

“Total Requests” is the set of all requests, other than Excluded Requests, to perform operations against StorSimple Data Manager service during a billing month for a given Microsoft Azure subscription.

“Excluded Requests” is the set of requests that result in an HTTP 4xx status code.

“Failed Requests” is the set of all requests within Total Requests that either return an Error Code or fail to return a Success Code within 60 seconds.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

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$$\frac{\text{Total Requests} - \text{Failed Requests}}{\text{Total Requests}} \times 100$$

Service Credit:

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

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Other Online Services

Bing Maps Enterprise Platform

Downtime: Any period of time when the Service is not available as measured in Microsoft's data centers, provided that you access the Service using the methods of access, authentication and tracking methods documented in the Bing Maps Platform SDKs.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured as the total number of minutes during the month when the aspects of the Service set forth above are unavailable.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This SLA does not apply to Bing Maps Enterprise Platform purchased through Open Value and Open Value Subscription volume licensing agreements.

Service Credits will not apply if: (i) you fail to implement any Services updates within the time specified in the Bing Maps Platform API's Terms of Use; and (ii) you do not provide Microsoft with at least ninety (90) days' advance notice of any known significant usage volume increase, with significant usage volume increase defined as 50% or more of the previous month's usage.

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Bing Maps Mobile Asset Management

Downtime: Any period of time when the Service is not available as measured in Microsoft's data centers, provided that you access the Service using the methods of access, authentication and tracking methods documented in the Bing Maps Platform SDKs.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured as the total number of minutes during the month when the aspects of the Service set forth above are unavailable.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Service Level Exceptions: This SLA does not apply to Bing Maps Enterprise Platform purchased through Open Value and Open Value Subscription volume licensing agreements.

Service Credits will not apply if: (i) you fail to implement any Services updates within the time specified in the Bing Maps Platform API's Terms of Use; and (ii) you do not provide Microsoft with at least ninety (90) days' advance notice of any known significant usage volume increase, with significant usage volume increase defined as 50% or more of the previous month's usage.

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Microsoft Cloud App Security

Downtime: Any period of time when the Customer's IT administrator or users authorized by Customer are unable to log on with proper credentials. Scheduled Downtime will not exceed 10 hours per calendar year.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

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

Service Level Exceptions: This Service Level does not apply to any: (i) On-premises software licensed as part of the Service subscription, or (ii) Internet-based services (excluding Microsoft Cloud App Security) that provide updates via API (application programming interface) to any services licensed as part of the Service subscription.

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Microsoft Flow

Downtime: Any period of time when users' flows have no connectivity to Microsoft's Internet gateway.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: No SLA is provided for any free of charge tier of Microsoft Flow.

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Microsoft Intune

Downtime: Any period of time when the Customer's IT administrator or users authorized by Customer are unable to log on with proper credentials. Scheduled Downtime will not exceed 10 hours per calendar year.

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Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This Service Level does not apply to any: (i) On-premises software licensed as part of the Service subscription, or (ii) Internet-based services (excluding Microsoft Intune Service) that provide updates to any on-premise software licensed as part of the Service subscription.

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Microsoft Kaizala Pro

Downtime: Any period of time when end users are unable to read or post message in organizations groups for which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Microsoft PowerApps

Downtime: Any period of time when users are unable to read or write any portion of data in Microsoft PowerApps to which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%

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Monthly Uptime Percentage	Service Credit
< 95%	100%

Service Level Exceptions: No SLA is provided for any free of charge tier of Microsoft PowerApps.

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Minecraft: Education Edition

Downtime: Any period of time when users are unable to access Minecraft: Education Edition.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Power BI Embedded

Deployment Minutes: is the total number of minutes for which a given workspace collection has been provisioned during a billing month.

Maximum Available Minutes: is the sum of all Deployment Minutes across all workspace collections provisioned by a customer in a given Microsoft Azure subscription during a billing month.

Downtime: is the total accumulated Deployment Minutes, during which the workspace collection is unavailable. A minute is considered unavailable for a given workspace collection if all continuous attempts within the minute to read or write any portion of Power BI Embedded data result in an Error Code or do not return a response within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

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

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Power BI Premium

“Capacity” means a named capacity provisioned by an admin through the Power BI Premium capacity admin portal. A Capacity is a grouping of one or more nodes.

“Maximum Available Minutes” is the total number of minutes that a given Capacity has been instantiated during a billing month in a given tenant.

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Downtime: The total accumulated minutes during a billing month for a given Capacity during which a given Capacity is unavailable. A minute is considered unavailable for a given Capacity if all attempts to view Power BI reports or dashboards within the minute fail due to system errors.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

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

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Power BI Pro

Downtime: Any period of time when users are unable to read or write any portion of Power BI data to which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Translator API

Downtime: Any period of time when users are not able to perform translations.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured as the total number of minutes during the month when the aspects of the Service set forth above are unavailable.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Windows Desktop Operating System

Additional Definitions:

“Maximum Available Minutes” is the total accumulated minutes during a billing month for Windows Defender Advanced Threat Protection portal. Maximum Available Minutes is measured from when the Tenant has been created resultant from successful completion of the on-boarding process.

“Tenant” represents Windows Defender Advanced Threat Protection customer specific cloud environment.

Downtime: The total accumulated minutes that are part of Maximum Available Minutes in which the Customer unable to access any portion of a Windows Defender Advanced Threat Protection portal site collections for which they have appropriate permissions and customer has a valid, active, license.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

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

Service Level Exceptions: This SLA does not apply to any trial/preview version Tenants.

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Appendix A – Service Level Commitment for Virus Detection and Blocking, Spam Effectiveness, or False Positive

With respect to Exchange Online and EOP licensed as a standalone Service or via ECAL suite, or Exchange Enterprise CAL with Services, you may be eligible for Service Credits if we do not meet the Service Level described below for: (1) Virus Detection and Blocking, (2) Spam Effectiveness, or (3) False Positive. If any one of these individual Service Levels is not met, you may submit a claim for a Service Credit. If one Incident causes us to fail more than one SLA metric for Exchange Online or EOP, you may only make one Service Credit claim for that incident per Service.

1. Virus Detection and Blocking Service Level

- a. “Virus Detection and Blocking” is defined as the detection and blocking of Viruses by the filters to prevent infection. “Viruses” is broadly defined as known malware, which includes viruses, worms, and Trojan horses.
- b. A Virus is considered known when widely used commercial virus scanning engines can detect the virus and the detection capability is available throughout the EOP network.
- c. Must result from a non-purposeful infection.
- d. The Virus must have been scanned by the EOP virus filter.
- e. If EOP delivers an email that is infected with a known virus to you, EOP will notify you and work with you to identify and remove it. If this results in the prevention of an infection, you won’t be eligible for a Service Credit under the Virus Detection and Blocking Service Level.
- f. The Virus Detection and Blocking Service Level shall not apply to:
 - i. Forms of email abuse not classified as malware, such as spam, phishing and other scams, adware, and forms of spyware, which due to its targeted nature or limited use is not known to the anti-virus community and thus not tracked by anti-virus products as a virus.
 - ii. Corrupt, defective, truncated, or inactive viruses contained in NDRs, notifications, or bounced emails.
- g. The Service Credit available for the Virus Detection and Blocking Service is: 25% Service Credit of Applicable Monthly Service Fee if an infection occurs in a calendar month, with a maximum of one claim allowed per calendar month.

2. Spam Effectiveness Service Level

- a. “Spam Effectiveness” is defined as the percentage of inbound spam detected by the filtering system, measured on a daily basis.
- b. Spam effectiveness estimates exclude false negatives to invalid mailboxes.
- c. The spam message must be processed by our service and not be corrupt, malformed, or truncated.
- d. The Spam Effectiveness Service Level does not apply to email containing a majority of non-English content.
- e. You acknowledge that classification of spam is subjective and accept that we will make a good faith estimation of the spam capture rate based on evidence timely supplied by you.
- f. The Service Credit available for the Spam Effectiveness Service is:

% of Calendar Month that Spam Effectiveness is below 99%	Service Credit
>25%	25%
> 50%	50%
100%	100%

3. False Positive Service Level

- a. “False Positive” is defined as the ratio of legitimate business email incorrectly identified as spam by the filtering system to all email processed by the service in a calendar month.
- b. Complete, original messages, including all headers, must be reported to the abuse team.
- c. Applies to email sent to valid mailboxes only.
- d. You acknowledge that classification of false positives is subjective and understand that we will make a good faith estimation of the false positive ratio based on evidence timely supplied by you.
- e. This False Positive Service Level shall not apply to:
 - i. bulk, personal, or pornographic email
 - ii. email containing a majority of non-English content
 - iii. email blocked by a policy rule, reputation filtering, or SMTP connection filtering
 - iv. email delivered to the junk folder
- f. The Service Credit available for the False Positive Service is:

False Positive Ratio in a Calendar Month	Service Credit
> 1:250,000	25%
> 1:10,000	50%
> 1:100	100%

Appendix B - Service Level Commitment for Uptime and Email Delivery

With respect to EOP licensed as a standalone Service, ECAL suite, or Exchange Enterprise CAL with Services, you may be eligible for Service Credits if we do not meet the Service Level described below for (1) Uptime and (2) Email Delivery.

1. **Monthly Uptime Percentage:**

If the Monthly Uptime Percentage for EOP falls below 99.999% for any given month, you may be eligible for the following Service Credit:

Monthly Uptime Percentage	Service Credit
<99.999%	25%
<99.0%	50%
<98.0%	100%

2. **Email Delivery Service Level:**

- a. "Email Delivery Time" is defined as the average of email delivery times, measured in minutes over a calendar month, where email delivery is defined as the elapsed time from when a business email enters the EOP network to when the first delivery attempt is made.
- b. Email Delivery Time is measured and recorded every 5 minutes, then sorted by elapsed time. The fastest 95% of measurements are used to create the average for the calendar month.
- c. We use simulated or test emails to measure delivery time.
- d. The Email Delivery Service Level applies only to legitimate business email (non-bulk email) delivered to valid email accounts.
- e. This Email Delivery Service Level does not apply to:
 1. Delivery of email to quarantine or archive
 2. Email in deferral queues
 3. Denial of service attacks (DoS)
 4. Email loops
- f. The Service Credit available for the Email Delivery Service is:

Average Email Delivery Time (as defined above)	Service Credit
> 1	25%
> 4	50%
> 10	100%

Microsoft Volume Licensing

Microsoft Products and Services Agreement Licensing Manual

August 2016



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Document Purpose and Resources

This Licensing Manual provides supporting information for customers with a Microsoft Products and Services Agreement (MPSA) about the account structure, ordering processes, pricing, and other terms. All capitalized terms used but not defined in this Licensing Manual will have the same meanings provided in the MPSA, including the Product Terms.

A general overview of the MPSA can be found at <http://www.microsoft.com/licensing/mpsa/>.

For the latest version of this document, details on use rights, and the Product Terms please see <http://www.microsoft.com/licensing/contracts>.

Section 1

How the Microsoft Products and Services Agreement works

Account structure

With the Microsoft Products and Services Agreement, you have the flexibility to set up the desired buying structure you want for Volume Licensing purchases with Purchasing Accounts. A Purchasing Account is defined as any unit within your organization that you want to enable to purchase both Software and Online Services. Your Purchasing Accounts are associated with your organization's MPSA, through your defined legal entity on the Purchasing Account registration form.

There are three types of Purchasing Accounts supported for different Customer types: Commercial, Government, and Academic. To qualify for a Government or Academic Purchasing Account, an organization must meet the relevant eligibility requirements found at <http://www.microsoftvolumelicensing.com/contracts>.

The flexible Purchasing Account structure empowers you to define and redefine your organization's purchasing configuration based on your business needs. These accounts can be established at the organization level, affiliate level, department level, or even for just a subset of personnel.

The first step is to decide how you want your organization to purchase Products. This will help guide the structure that is established for your Volume Licensing transaction purchases.

For instance, if you want to centrally manage purchases, you could register one Purchasing Account:

PURCHASING ACCOUNT		
MPSA		

Alternatively, if you want to have a more decentralized approach, you can register multiple Purchasing Accounts and you can also have different Purchasing Account types through a single MPSA:

PURCHASING ACCOUNT 1	PURCHASING ACCOUNT 2	PURCHASING ACCOUNT 3
Academic	Commercial	Commercial
MPSA		

PURCHASING ACCOUNT 1	PURCHASING ACCOUNT 2	PURCHASING ACCOUNT 3
Commercial	Commercial	Commercial
MPSA		

Purchasing Account anniversary month

When registering each Purchasing Account, you may choose a specific month in which to align purchases that have subscription terms, in order to provide a single and consistent anniversary for renewals. For example, if one of your accounts were to choose January as its anniversary month, any Online Services purchase made under the account will align to that month, resulting in renewals for Online Services taking place in January of each year. You can change this designation as needed for your organization through the Microsoft Business Center. Any changes will only impact future orders.

For Government and Academic Purchasing Accounts, it is possible to specify an end date for purchases. When this option is selected, subscription terms will not extend beyond this date. It is possible to extend this date, if needed.

The Agreement Administrator

Each MPSA must be signed by a legal entity that is the "Customer." The Customer will designate one Purchasing Account as an Agreement Administrator. Other Purchasing Accounts may be added and associated with the Agreement Administrator. This gives the Agreement Administrator a consolidated view across all assets within the organization and a convenient single source for managing all Purchasing Accounts. The Agreement Administrator account:

- ▶ Is provided a full asset view across all Purchasing Accounts.
- ▶ Is notified when a Purchasing Account is associated to your MPSA.
- ▶ Has the right to terminate the association of any Purchasing Accounts to the MPSA.
- ▶ Has the right to terminate the MPSA itself.
- ▶ Cannot order for other Purchasing Accounts or manage their assets.

The Customer (legal entity) of the Agreement Administrator is used for the Affiliate definition of the MPSA.

Partners

You may place orders under your MPSA Purchasing Account through a Licensing Solution Partner (LSP) authorized to resell Microsoft Products through the MPSA. Each Purchasing Account may choose a particular LSP who will work with you to register Purchasing Accounts and create the agreement electronically with electronic signing¹. You can add LSPs to your account(s) over time as needed for transactional purchasing. For more information regarding worldwide Partners in your location, please refer to <http://pinpoint.microsoft.com>.

Direct Sales

Certain Microsoft sales professionals are authorized to offer Products through the MPSA and may work with you to register Purchasing Accounts.

Transactional Purchasing

Products

You can order most of Microsoft's Volume Licensing Products through your MPSA. For a full list of Products available through the MPSA please refer to the Product Terms at <http://www.microsoft.com/licensing/contracts>.

Access to downloads and account information

You will have access to the Microsoft Business Center to download Software, access Product keys, view your licenses & services portfolio and provision Online Services. You can access the Microsoft Business Center at <https://licensing.microsoft.com/customer/>.

Price levels

You must achieve a minimum of 500 points per Product Pool annually to qualify for ordering Products in that Product Pool. Alternatively, you may qualify by ordering at least 250 points for Online Services in that Product Pool, or by associating an active qualifying contract (Enterprise Enrollment, Enterprise Subscription Enrollment, or Select Plus Agreement) with the MPSA. You may use a different qualifying contract for each Product Pool. However, you must (1) be an Affiliate of and (2) have approval from the Customer that entered into the qualifying contract to associate it with the MPSA. You may use Microsoft Azure Services without meeting the minimum point requirement.

Commercial Purchasing Accounts have four price levels available by Product Pool as defined below. For Commercial Purchasing Accounts the points for each price level are listed in the following table.

Price level – Commercial	Annual point minimum per Product Pool
A	500 or 250 for OLS Only
B	4,000
C	10,000
D	25,000

By default, the initial price level upon signing is level A. Your organization will automatically move to a more favorable price level if one of these events occurs:

- ▶ You place an order that has enough points to qualify you for the next price level for a Product Pool.

¹ Physical signature of electronically created agreements is supported as needed.

- ▶ You associate an active qualifying contract that has a more favorable price level for a Product Pool than the corresponding Product Pool in the MPSA, in which case the more favorable price level will apply to future orders.

Government and Academic Purchasing Accounts each have a single price level reflecting the most beneficial pricing that Microsoft can offer to those Customer types through the MPSA. For Government, this is equivalent to level D commercial price level.

Points

Microsoft categorizes Products into three distinct Product Pools with tiered price levels: Applications, Systems, and Servers. The price level for each Product Pool is based on points that you earn against purchases in these Product Pools. Points are counted across all your Purchasing Accounts of the same type (e.g., Commercial).

- ▶ Applications. Examples of application Products include Microsoft Office Professional, Microsoft Lync client, and Office 365.
- ▶ Systems. An example of a system Product is a Windows operating system upgrade such as Windows Enterprise.
- ▶ Servers. Examples of server Products include Windows Server, Microsoft Exchange Server, Microsoft SQL Server database Software, Intune and associated Client Access Licenses (CALs).

Examples:

Applications	Points	Systems	Points	Servers	Points
Office Professional	2	Windows Enterprise LTSB Upgrade	2	Windows Server Standard	15
O365 K1/E1/E3/E5	1			Intune	1

For more information, see the Product Terms at <http://www.microsoft.com/licensing/contracts> or contact your Partner or Microsoft sales professional.

Price level adjustments

You will attain the next price level for a Product Pool as soon as your organization meets the corresponding annual minimum point count. The order that qualifies you for the next price level (e.g. level A to level B) will be priced at that level. Price levels for each Product Pool will be reviewed every year in the agreement compliance anniversary month established using the month your MPSA is activated. Any points that you have earned in a given year that are in excess of the current price level but below the next price level will be carried over to the next year to be counted toward that year's compliance.

If at the agreement compliance anniversary month your accumulated points are below the minimum point count in a Product Pool, your organization's price level will be reduced one level (e.g., from level C to level B) for that Product Pool the following year and no points will be carried over to the next year. Your price level can only be reduced by a maximum of one level each year. If you are unable to meet the minimum to qualify for ordering Products in a Product Pool, you will be unable to place orders for Products in that Product Pool until a single order is placed which meets that minimum qualification.

If you have an active qualifying contract associated with your MPSA that has a more favorable Product Pool price level than the corresponding Product Pool in the MPSA, that more favorable Product Pool price level will be used for orders in the MPSA.

Order Mechanics

You may place orders for Products through the MPSA with your chosen Licensing Solution Partner(s) or Microsoft sales professional. The price and payment terms for all orders placed through a Partner will be determined by the agreement between you and your Partner. When placing orders, you must specify all countries in which your organization will use the Products.

At time of each order for Software Assurance or Software subscription licenses, you may choose if the term for these subscriptions expires on the day before your Purchasing Account's third anniversary or on the last day of 36 full calendar months. You may pay for these subscriptions (1) in full at the time of the order, or (2) in advance annual installments, billed on either the Purchasing Account anniversary or order anniversary.

An order for an initial or a renewal term for Online Services or Package subscriptions, may expire (1) the day before your Purchasing Account's next, second, or third Purchasing Account's anniversary or (2) on the last day of the 12-, 24-, or 36-month term you selected during your order. Additional orders for a subscription of that Product during this term, on the same Purchasing Account, will automatically align to the same end date. Microsoft may make only some options for the initial or renewal length of a subscription term available, depending on the Product selected.

Billing for Online Services or Package subscriptions may be (1) in full at the time of the order or (2) in advance annual installments, billed on either the Purchasing Account anniversary or order anniversary. Pricing for additional orders of a subscription will be the same as the initial order of the subscription, unless there is a promotion available at time of ordering that is more favorable. If the subscription term was greater than one year, additional orders will receive the better of the current price at the time of the additional order or the price of the initial order, whichever is most favorable. Prices are reset upon renewal of the subscription term.

In addition to the options above, you may order some Online Services as a short-term subscription. Short-term subscriptions can be between one and eleven months with no automatic alignment to existing subscriptions for the same Product. Pricing for orders of short-term subscriptions is different from pricing for other term options and is set at time of ordering.

If you purchase Microsoft Azure Services through the MPSA, you will be billed in arrears based on your usage of services during that billing period. The billing period for Microsoft Azure Services is quarterly, aligned to the Purchasing Account anniversary when the Microsoft Azure Services subscription began.

You may also transition between types of licenses covered by Software Assurance or types of subscription licenses on the MPSA by ordering Step-Ups or changing from a device-based license to a user-based license or a user-based license to a device-based license. Some of these transitions may be made at renewal or during the term of your subscription or Software Assurance coverage period, such as Step-Ups, while others may only be made at renewal, such as device-to-user license model changes. For more information on transition options, please contact your Partner or Microsoft sales professional.

Other billing and alignment options for orders through your MPSA may be made available in the future.

After Microsoft has accepted your Purchasing Account's registration, you may use any Product as if licensed under the terms of the MPSA, provided you submit an order in the same calendar month in which the Product is first used, for a sufficient number of licenses to cover your use of the Product. For additional quantities of a licensed Product, you must submit an order in the month those quantities are first used. For Online Services subscriptions that require a reconciliation order, you can find reporting about those quantities through the Microsoft Business Center or with help from your Partner or Microsoft sales professional.

Microsoft may change the Products available through the MPSA and may refuse to accept an order if it has a business reason to do so.

Information about orders received and processed by Microsoft are available from your Partner or in the Microsoft Business Center at <https://licensing.microsoft.com/customer>. Once registered, the Purchasing Account contact will be provided access to the Microsoft Business Center, and your designated Agreement Administrator account will have access to information across all Purchasing Account(s).

Section 2

Making copies of Products and re-imaging rights

Your registered Purchasing Accounts may make as many copies of Products as it needs to distribute them within your organization. Copies must be true and complete (including copyright and trademark notices), from master copies obtained from a Microsoft-approved fulfillment source. Purchasing Accounts may use a third party to make these copies; however, you and your accounts remain responsible for any third party's actions.

In certain cases, re-imaging is permitted using the Product media. If a Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided through the MPSA may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

- ▶ Separate licenses must be acquired from the separate source for each Product that is re-imaged.
- ▶ The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace, and the number of copies or instances of the re-imaged Product permitted remains the same.
- ▶ Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full license) re-imaged must be identical to the Product type licensed from the separate source.
- ▶ Purchasing Account must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.
- ▶ Re-imaged Products remain subject to the terms and use rights of the license acquired from the separate source.

Copies for training/evaluation and backup

For all Products other than Online Services, each Purchasing Account may (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Product for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for backup or archival purposes for each of its distinct geographic locations.

License Transfer Process

You must notify Microsoft of a license transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts>, and sending the completed form to Microsoft before the license transfer. No license transfer will be valid unless you provide to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section.

Verifying Compliance Process and Limitations

Microsoft will notify you at least 30 days in advance of its intent to verify your compliance with the license terms for the Products you and your Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with your operations.

Divestitures

If you intend to transfer more than ten percent of your licenses in connection with a divestiture of an Affiliate, an operating division, or any of your Affiliate's operating divisions, Microsoft will work with you in good faith to enable the transfer.

Natural Disaster

In the event of a natural disaster, Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.

Section 3

Licensing Manual changes over last 12 months

- ▶ August 2016 updated to reflect the removal of Software Assurance content from the Licensing Manual, availability of the Microsoft Business Center (previously known as the Volume Licensing Center) for all customers, the ability to purchase Step-Ups and other transitions under the MPSA, and clarifications to language based on customer feedback. The terms that govern Software Assurance you purchase under the MPSA are found in the Product Terms.
- ▶ March 2016 updated to reflect new customer portal in some locations ("Microsoft Business Center"), the support of full year durations for subscriptions, the addition of short-term subscription option for some Products, and clarified language based on customer feedback.
- ▶ August 2015 updated to reflect additional Azure Services, Online Services, and Package purchasing options and to refer and align to the Product Terms document. Beginning July 1, 2015, the Product Terms replaced both the Product List and the Product Use Rights (PUR) documents.

Appendix

Definition of Regions

This list below presents the countries, regions or territories that are part of the Microsoft definition of the EMEA region (Europe, Middle East and Africa), which may be referenced in some Purchasing Account Type Country Terms. Please note, the MPSA may not be available in all countries.

Afghanistan, Albania, Algeria, Andorra, Angola, Armenia, Austria, Azerbaijan, Bahrain, Belarus, Belgium, Benin, Bosnia and Herzegovina, Botswana, Bulgaria, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo, Congo (DRC), Côte d'Ivoire, Croatia, Cyprus, Czech Republic, Denmark, Djibouti, Egypt, Equatorial Guinea, Eritrea, Estonia, Ethiopia, Finland, France, French Polynesia, Gabon, Gambia, Georgia, Germany, Ghana, Greece, Guinea, Guinea-Bissau, Holy See (Vatican City), Hungary, Iceland, Iraq, Ireland, Israel, Italy, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyzstan, Latvia, Lebanon, Libya, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Moldova, Monaco, Mongolia, Montenegro, Morocco, Mozambique, Namibia, Netherlands, New Caledonia, Niger, Nigeria, Norway, Oman, Pakistan, Poland, Portugal, Qatar, Romania, Russia, Rwanda, San Marino, Saudi Arabia, Senegal, Serbia, Seychelles, Sierra Leone, Slovakia, Slovenia, Somalia, South Africa, South Sudan, Spain, Sweden, Switzerland, Syria, Tajikistan, Tanzania, Togo, Tunisia, Turkey, Turkmenistan, Uganda, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, Yemen, Zambia, Zimbabwe.

Microsoft Products & Services Agreement Registration

Microsoft Products & Services Agreement (MPSA) Number: 4100095015

Version: 2016May

Agreement Language: English

Agreement Administrator Purchasing Account Number: 0005520990

Customer Legal Entity Name: City of Killeen

By executing this registration, Customer registers the following Purchasing Account(s) under the Agreement and accepts the terms of the Agreement. Capitalized terms used but not defined in this registration have the definitions in the Agreement. To register a Purchasing Account, Customer must be a legal entity and Affiliate of the Agreement Administrator.

By providing contact information, Customer consents to (1) the use of such information for purposes of administering purchases under the Agreement and any Supplemental Agreement by Microsoft, its Affiliates, and other parties that help administer the Agreement and (2) disclosure of information related to Customer's Agreement to the contact(s) identified. Each party will notify the other if any of the contact information changes.

Purchasing Accounts

Customer registers a Purchasing Account to manage orders of Products under the Agreement. Customer can register itself as the Purchasing Account or identify a business unit within Customer's organization that will manage orders and payment for the Customer. In either case the Customer identified on the signature form for this registration is the legal entity for the Agreement.

Purchasing Account name: City of Killeen

Purchasing Account number:	0005520990
Purchasing Account type:	Government
Address:	101 E Ave D
City:	Killeen
State/Province:	Texas
Postal code:	76541-5236
Country/Region:	United States
Within City Limits:	Yes

Purchasing Account contact: This is an individual within Customer's organization who will serve as the main contact and administrator for the Purchasing Account and who will receive contractual notices from Microsoft. Customer authorizes this individual to establish the Purchasing Account's electronic identity which is required for online administrator access to the Microsoft Business Center. This contact's access to the Microsoft Business Center is used for purposes of managing agreements and Products associated with this Purchasing Account, and granting online access and permissions to others as needed to support managing the Purchasing Account.

First and last name	Alva F. Walker Jr.
Email address	afwalker@killeentexas.gov
Phone number	(254) 501-7893
Preferred language	English

Anniversary month: January

Customer may align the subscription term for a Product to this anniversary month.

Software Assurance membership: Each Purchasing Account may qualify for and receive additional benefits with Software Assurance membership. By electing Software Assurance membership below, Customer is committing to (a)

including Software Assurance with every eligible order and (b) maintaining Software Assurance for all Products licensed through the Purchasing Account for at least one Product pool for at least one year.

Pool	Choice
Applications	No
Systems	No
Servers	No

Eligible for Government Community Cloud: Yes

Cloud Deployment Model: Government Community Cloud

The Government Community Cloud (GCC) is a way to store government data in a segregated community cloud. Only Government customers in the United States are eligible to use Government Community Cloud Services (defined below), which store Customer Data in the GCC.

Important: By electing to store its data in the GCC and use Government Community Cloud Services, Customer certifies that it is a member of the Community (defined below) and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. If Customer is (1) not a member of the Community, (2) fails to maintain the conditions of membership in the Community, or (3) uses Government Community Cloud Services to provide services to non-Community members, Customer understands that Microsoft may terminate Customer's license(s) to use the Government Community Cloud Services without notice. If Microsoft terminates Customer's license(s) to use the Government Community Cloud Services, Microsoft will retain any Customer Data in accordance with the data retention policy described in the Online Services Terms. **Customer is solely responsible for ensuring that it is and remains eligible to store its data in the GCC and use Government Community Cloud Services.**

"Community" means the community consisting of one or more of the following: (1) a Government, (2) a Customer using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

License transfers. License transfers are not permitted, except that Customer may transfer only fully-paid perpetual licenses to (1) an Affiliate or (2) a third party, solely in connection with the transfer of hardware or employees to whom the licenses have been assigned to the third party as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer and its Affiliates must uninstall and discontinue using the licensed Product and render any copies unusable. The Licensing Manual describes the requirements for license transfers. Attempted license transfers that do not comply with this Agreement are void.

Applicable Law: This Agreement will be governed by and construed in accordance with the laws of Customer's state, without regard to conflict of laws principles. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

Government Customer Affiliate Definition. With regard to Customer, "Affiliate" means any eligible entity, as defined in the applicable Microsoft Government Eligibility Definition located at the Licensing Site, that:

- a. is a government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or that supervises Customer or of which Customer is a part, or that is under common supervision with Customer;
- b. is a county, borough, commonwealth, city, municipality, town, township, parish, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state or local jurisdiction and is located within Customer's state or local jurisdiction and geographic boundaries;
- c. is in Customer's state or local jurisdiction that is expressly authorized by the laws of Customer's state or local jurisdiction to purchase under state or local government contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliate; or d. has legislative authority to control or supervise Customer.

Government Pricing. In addition to the pricing terms above, Customer may qualify for government pricing. To qualify for government pricing, Customer and its Affiliates must satisfy the applicable Microsoft Government Eligibility Definition located at the Licensing Site. Microsoft reserves the right to verify Customer's and its Affiliates' eligibility for government pricing at any time and suspend the Agreement if such eligibility requirements are not met.

Termination for non-appropriation of funds. In addition to the rights granted in the "Term and Termination" section of this Agreement, Customer may terminate this Agreement without liability, penalty or further obligation to make payments (other than payments for outstanding invoices or for Products ordered but for which Customer has not yet been invoiced) if funds to make payments under the Agreement are not appropriated or allocated for such purpose. If Customer terminates the Agreement for non-appropriation of funds, or Microsoft terminates for non-payment due to non-appropriation of funds, then the following applies:

- a. For subscription-based Products (including Online Services), Customer may use the Products for the period for which Customer has paid, even if such period extends beyond the termination date.
- b. For other Software Products, Customer may either (1) pay all remaining amounts due under the Agreement, in which case it will have perpetual rights for all Products ordered or (2) pay only the amounts due as of the termination date, in which case it will have perpetual licenses for all fully-paid Products and a pro rata number of perpetual licenses for Products for which it has partially paid. In each case, if Software Assurance coverage applies, the perpetual licenses Customer receives will be for the version of Products ordered as of the date the Software Assurance coverage expires.

Microsoft Products and Services Agreement

This Microsoft Products and Services Agreement (the “Agreement”) is entered into between Customer and Microsoft. It includes the General Terms, the Professional Services Terms (if any), the Purchasing Account registration (if any), Use Rights, Licensing Manual and all documents referenced within those documents.

General Terms

These General Terms apply to all of Customer’s Purchasing Accounts. Capitalized terms have the meanings given in the “Definitions” section below.

1. Grants, rights and terms.

All rights granted under this Agreement are non-exclusive and non-transferable (except as set forth in the “License transfers” section in the Purchasing Account registration) and apply as long as neither Customer nor any of its Affiliates is in material breach of this Agreement.

- a. **Software.** Upon acceptance of each order, Microsoft grants Customer a limited right to use the Software in the quantities ordered.
 - (i) **Use Rights.** The Use Rights in effect when Customer orders Software will apply to that Software, even if Customer chooses to use an earlier version. If the Software is covered by Software Assurance, when a new version is released, Customer may, at its option, (1) install and use the new version under the Use Rights in effect when the new version is released; or (2) continue to use the earlier version under the Use Rights applicable to either the earlier version or the new version.
 - (ii) **Temporary and perpetual licenses.** Licenses available on a subscription basis, rights to Online Services, and most Software Assurance rights are temporary. For all other licenses, the right to use Software becomes perpetual only when all applicable payments for that Software have been made and any applicable Software Assurance term has expired. To obtain rights for a newer version of Software through Software Assurance, Customer must maintain continuous Software Assurance coverage for its licenses for that Software. Licenses for a new version of Software obtained through Software Assurance replace any licenses for the earlier version.
- b. **Online Services.** Customer may use the Online Services as provided in this Agreement.
 - (i) **Online Services Terms.** The Online Services Terms in effect when Customer orders or renews a subscription to an Online Service will apply for the applicable subscription term. For Online Services that are billed periodically based on consumption, the Online Services Terms current at the start of each billing period will apply to usage during that period.
 - (ii) **Suspension.** Microsoft may suspend use of an Online Service during Customer’s violation of the Acceptable Use Policy described in the Online Services Terms, failure to pay amounts due, or failure to respond to a claim of alleged infringement. Microsoft will give Customer notice before suspending an Online Service when reasonable, including 30 days’ notice of a suspension for non-payment. Microsoft may de-provision seats for Online Services that Customer has self-provisioned if Customer does not promptly submit a reconciliation order for those seats.
- c. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- d. **Affiliates’ rights.** Customer may sublicense its rights to use Products to its Affiliates, but Customer’s Affiliates may not sublicense these rights. Customer is responsible for ensuring its

Affiliates' compliance with this Agreement. Customer must notify Microsoft promptly if any Affiliate ceases to be an Affiliate of the Agreement Administrator.

- e. **Restrictions.** Customer must not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, or attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Except as expressly permitted in this Agreement, a Supplemental Agreement or Product documentation, Customer must not (and is not licensed to): (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- f. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.
- g. **Verifying compliance for Products.**
 - (i) **Right to verify compliance.** Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may request as an alternative to a third party audit. Additional details about the process are included in the Licensing Manual.
 - (ii) **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use of Products, then within 30 days (1) Customer must order sufficient licenses to cover its use, and (2) if unlicensed use is 5% or more, Customer must reimburse Microsoft for the costs Microsoft incurred in verification and acquire the necessary additional licenses at 125% of the price, based on the then-current price list and customer price level. The unlicensed use percentage is based on the total number of licenses purchased for current use compared to actual installed base. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other legal means.
 - (iii) **Verification process.** Microsoft will notify Customer at least 30 days in advance of its intent to verify Customers' compliance with the license terms for the Products Customer and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customers operations.

2. Privacy and compliance with Laws.

- a. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement and any Supplemental Agreement. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection laws before providing personal information to Microsoft.

- b. Personal information collected under this Agreement (1) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (2) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.
- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.

3. Confidentiality.

“Confidential Information” is non-public information that is designated “confidential” or that a reasonable person should understand is confidential, including Customer Data and the terms of Microsoft agreements. The Online Services Terms may provide additional obligations for, and limitations on disclosure and use of, Customer Data. Confidential Information does not include information that (1) becomes publicly available without a breach of this Agreement, (2) the receiving party received lawfully from another source without a confidentiality obligation, (3) is independently developed, or (4) is a comment or suggestion volunteered about the other party’s business, products or services.

Each party will take reasonable steps to protect the other’s Confidential Information and will use the other party’s Confidential Information only for purposes of the parties’ business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants (“Representatives”), and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other’s Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives’ unaided memories in the development or deployment of the parties’ respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (1) for Customer Data until it is deleted from the Online Services and (2) for all other Confidential Information for a period of five years after a party receives the Confidential Information.

4. Product warranties.

a. Limited warranties and remedies.

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Customer paid for the Software license or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer’s use. Customer’s remedies for breach of this warranty are in the SLA.

The remedies above are Customer’s sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse or use inconsistent with this Agreement, including failure to meet minimum system requirements.

These warranties do not apply to free, trial, preview, pre-release or beta products, or to components of Products that Customer is permitted to redistribute.

- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.

5. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either: (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Customer's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product or Fix, alone or in combination with anything else, violates the law or harms a third party.

6. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement and any Supplemental Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Online Service during the 12 months before the incident.
- b. **Free Products and distributable code.** For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

7. Term and termination.

- a. **Term.** This Agreement is effective until terminated by a party, as described below.
- b. **Termination without cause.** The Agreement Administrator or Microsoft may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect any existing orders or Supplemental Agreements, but Customer will no longer be able to place orders, register Purchasing Accounts, or enter into Supplemental Agreements after the effective date of termination.
- c. **Termination for cause.** If a party breaches this Agreement or any Supplemental Agreement, the other party may terminate the breached agreement (in whole or in part, including orders) upon notice. If the breach is curable within 30 days, then the terminating party must provide 30 days' notice to the breaching party and an opportunity to cure the breach. Microsoft may terminate a Customer's right to place orders if Customer ceases to be an Affiliate of the Agreement Administrator.
- d. **Effect of termination.** If Customer terminates this Agreement due to a breach by Microsoft, then
- (i) For subscription-based Products (including Online Services), Customer will receive a credit for any amount paid for a usage period after the termination date.
 - (ii) For consumption-based Products, Customer must (1) pay for Products consumed as of the termination date and (2) will receive a credit for any Product for which it has paid but not consumed.
 - (iii) For other Software, Customer may either (1) pay all remaining amounts due under the Agreement, in which case it will have perpetual rights for all such Software ordered, or (2) pay only the amounts due as of the termination date, in which case it will have perpetual licenses for all fully-paid Software licenses and a pro rata number of Software licenses for which partial payment has been made. In each case, if the Software licenses are covered by Software Assurance, the perpetual licenses will be for the latest version of the Software at termination.

8. Ordering, pricing, and payment.

- a. **Ordering Products.** To order Products under this Agreement, Customer must be a legal entity that is an Affiliate of the Agreement Administrator and establish one or more Purchasing Accounts by executing a Purchasing Account registration for each Purchasing Account.
- b. **Pricing and payment.** The Partner or Microsoft Affiliate that invoices Customer will set Customer's pricing and payment terms for that invoice. Microsoft annually reviews price levels used, as described in the Licensing Manual. Customer will pay the amount due according to the payment terms.
- c. **Payment terms for Microsoft invoices.** If a Microsoft Affiliate invoices Customer, Customer must pay Microsoft according to the terms, payment methods and in the currency stated on Microsoft's invoice. The terms of any extension of credit under this Agreement may be modified or withdrawn by Microsoft upon notice. Microsoft may assess a finance charge on all past due amounts, payable on demand and equal to the lesser of an annual rate of 24% and the highest amount allowed by law, applied from the first day the amount is past due until paid in full.
- d. **Taxes.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes, unless specified on the invoice as tax inclusive. Customer shall pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and

that Microsoft is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Microsoft shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits or taxes on its property ownership.

If any taxes are required to be withheld on payments to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

9. *Miscellaneous.*

- a. **Partners.** Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with a Purchasing Account. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft. Microsoft may pay some Partners and other third parties for their services related to Customer purchases. The fees Microsoft pays depend upon several factors, including the number and types of licenses ordered.
- b. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this Agreement.
- c. **Microsoft as independent contractor.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.
- d. **Notices.** Notices to Microsoft must be sent to the address listed on the applicable registration or Supplemental Agreement. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email, to contacts provided by Customer under the Purchasing Account registration or other documents or sites. Emails will be treated as delivered on the transmission date.
- e. **Agreement not exclusive.** Customer is free to enter into agreements to license, use, or promote non-Microsoft products or services.
- f. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) these General Terms, (2) any Professional Services Terms; (3) any Purchasing Account registration, (4) any Supplemental Agreement, (5) the Licensing Manual, (6) the Product Terms, (7) the Online Services Terms, (8) orders submitted under this Agreement, and (9) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- g. **Amendments.** Any amendment to this Agreement or any Supplemental Agreement must be executed by both parties, except that Microsoft may change the Product Terms, Use Rights and Licensing Manual from time to time, subject to the terms of this Agreement. Any additional or conflicting terms and conditions contained in Customer's or a Partner's purchase order are expressly rejected and will not apply. Microsoft may require Customer to sign a new agreement or an amendment to an existing agreement before processing a new order or accepting a Purchasing Account registration.
- h. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

- i. **Applicable law.** Except as noted in any Professional Services Terms, this Agreement shall be governed by and construed in accordance with the laws specified in the Purchasing Account registration.
- j. **Dispute resolution.** When bringing any action arising under this Agreement or any Supplemental Agreement, the parties agree to the following exclusive venues:
 - (i) If Microsoft brings the action, the venue will be where Customer has its headquarters.
 - (ii) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, U.S.A.
 - (iii) If Customer brings the action against a Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be Ireland.The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.
- k. **Severability.** If any provision in this Agreement is held to be unenforceable, the balance of the Agreement will remain in full force and effect.
- l. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- m. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- n. **Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.

10. Country-specific provisions.

The country-specific provisions available at the Licensing Site replace or supplement the relevant provisions of this Agreement based on the Customer's location and in any case where the law of the jurisdictions listed in the country-specific provisions gets applied.

11. Definitions.

"Affiliate," unless otherwise defined in the Purchasing Account type terms, means any legal entity that a party owns, or is owned by, or that is under common ownership with that party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Agreement Administrator," or a successor term, means the legal entity that manages this Agreement. By default, the first Customer to execute this Agreement is the Agreement Administrator.

"Confidential Information" is defined in the "Confidentiality" section.

"Customer" means a legal entity that enters into this Agreement by executing a Purchasing Account registration or Supplemental Agreement.

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates through use of Online Services.

"day" means a calendar day.

"Fix" means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"Licensing Manual" means the document that provides information about this Agreement, such as price levels and ordering rules. The Licensing Manual document is on the Licensing Site and is updated from time to time.

"Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

"Microsoft" means the Microsoft entity that counter-executed Customer's Purchasing Account registration or Supplemental Agreement and its Affiliates (as appropriate).

“Online Services” means the Microsoft–hosted services identified as Online Services in the Product Terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Licensing Site and updated from time to time.

“Partner” means a company Microsoft has authorized to sell Products to Customer.

“Product” means all products identified in the Product Terms, such as all Software, Online Services and other web–based services, including pre–release or beta versions. Product availability may vary by region.

“Product Terms” means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.

“Purchasing Account” means the account that Customer authorizes to manage orders and payment under this Agreement and is established by executing a Purchasing Account registration.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“Software Assurance” means an offering that provides new version rights for Products and other benefits, as further described in the Product Terms and the Licensing Manual.

“Supplemental Agreement” means any agreement that incorporates this Agreement.

“use” or “run” means to copy, install, use, access, display, run or otherwise interact with.

“Use Rights” means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

Professional Services Terms

These terms are part of the Agreement and apply to any consulting and support services Microsoft performs (“Professional Services”). Professional Services Microsoft performs will be described in a work order or other description of services that incorporates the Agreement (a “Statement of Services”). Any computer code or materials other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft’s performance of Professional Services are considered “Services Deliverables.”

- a. **Pre-existing work.** All rights in any computer code or other written materials developed or otherwise obtained independent of this Agreement (“Pre-existing Work”) will remain the sole property of the party providing it. Each party may use, reproduce and modify the other party’s Pre-existing Work only as needed to perform obligations related to Professional Services.
- b. **Services Deliverables.** Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Services Deliverables solely for Customer’s internal business purposes, subject to the terms and conditions in this Agreement.
- c. **Use of technical information from Professional Services.** Microsoft may use any technical information it derives from providing Professional Services for problem resolution, troubleshooting, product functionality enhancements, Fixes, and for Microsoft’s knowledge base. Microsoft agrees not to identify Customer or disclose any of Customer’s Confidential Information as part of such use.
- d. **Professional Services warranty.** Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will, at its discretion and as Customer’s sole remedy for the breach of the warranty, either re-perform the Professional Services

or return the price Customer paid for them. **This warranty is subject to the “exclusions” and “disclaimer” terms of the Warranties section in the General Terms.**

- e. **Professional Services limitation of liability.** The total liability of each party for Professional Services under this Agreement and any Supplemental Agreement that incorporates its terms is limited to direct damages up to the amount Customer was required to pay under the applicable Statement of Services. In the case of services provided free of charge, or code Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft’s liability is limited to direct damages up to U.S. \$5,000. **This limitation of liability is subject to the “Exclusions” and “Exceptions” terms in the General Terms.**
- f. **Compliance with laws.** Microsoft and Customer will each comply with all applicable laws and regulations. However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer’s industry that are not also generally applicable to information technology services providers.
- g. **Professional Services termination.** If Customer terminates a Statement of Services as a result of a breach by Microsoft, Customer must pay all amounts due under the Statement of Services as of the termination date. Upon Microsoft’s receipt of payment for the Professional Services, Customer’s interests in the Services Deliverables will vest. Microsoft has no obligation to continue to provide Professional Services if Customer fails to make timely payment for the Professional Services.
- h. **Applicable law and dispute resolution for Professional Services.** The terms of each Statement of Services will be governed by and construed in accordance with the law of the jurisdiction where the Microsoft Affiliate delivering the Professional Services is organized. If Customer brings an action to enforce a Statement of Services, the venue will lie where the Microsoft Affiliate delivering the services has its headquarters.
- i. **Certain terms.** Services Deliverables are deemed “Products” for purposes of all rights and obligations in the sections of the General Terms titled “Affiliates’ rights,” “Restrictions,” “Reservation of rights,” “Privacy and Compliance with Laws,” “Defense of third party claims” and “Taxes.” The parties may agree to change any of the terms in this “Professional Services Terms” section in a Statement of Services.

Microsoft Government Eligibility Definition (United States)

Organizations that fall into one or more of the categories or criteria set forth below are eligible to participate in Microsoft volume licensing programs specifically designed for government organizations.

An “eligible entity” means any organization that does not operate for profit and that falls into one of the following categories:

Categories	
A. Federal	A bureau, office, agency, department or other entity of the United States government (including executive, legislative, and judicial branches).
B. State and Local	- Any executive, legislative or judicial government agency, bureau, department, office, instrumentality, division, or other entity of a state or local government. - Any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of a state and located within the state jurisdiction and geographic boundaries. - Any other entity in a state expressly authorized by the laws of the state to purchase under state contracts.
C. Tribal Entity	A federally-recognized tribal entity performing governmental functions eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe, or, in Alaska, a Native village or Alaska Regional Native Corporation.

If an organization fits into one of the categories above but operates for profit, the following criteria applies to determine whether the organization is an eligible entity:

1. Do the revenues/profits go solely to the government (or do they also go to private shareholders)?
2. Is the organization in question exempt from corporation tax?
3. Is the organization financed more than 50% by the government (i.e., does it derive less than 50% of its funding from commercial activities)?

If the answer to all of these questions is “yes,” then the organization is an eligible entity. If the answer to any of the questions above is “no,” then the organization is not an eligible entity. Generally, government-owned corporations, state-owned enterprises and government-owned organizations (whether incorporated or not) undertaking commercial activities (e.g., telecommunications, banking, transportation, etc.) do not qualify as eligible entities.

If an organization loses its status as an eligible entity after entering into a volume licensing agreement with Microsoft that requires it to be an eligible entity, the organization may continue to use the products and services for which it is licensed under its agreement with Microsoft, but it may not submit a new order for products or services under such agreement.

Microsoft offers government pricing to eligible public sector organizations (as defined and described above). Subject to such additional eligibility requirements as may be set forth in a particular volume licensing agreement, eligible organizations qualify to receive (1) price level D under the Enterprise, Enterprise Subscription, Select, or Select Plus volume licensing programs or (2) other discounts that may be available under other Microsoft volume licensing programs.

Purchasing Account registration signature

By signing below, Customer acknowledges that it has received, read and understands all contract documents identified in the Purchasing Account registration, including the Microsoft Products and Services Agreement, any amendments, and all documents incorporated by reference (collectively, the "Agreement"), and accepts the terms and conditions set forth in all such documents. The Agreement will take effect upon acceptance by Microsoft. Customer must be a legal entity that is an Affiliate of the Agreement Administrator to execute a Purchasing Account registration.

The Agreement Administrator and Purchasing Account contacts will receive an acceptance notification from Microsoft confirming the effective date of this Agreement. When Customer is associating a Purchasing Account with an Affiliate's Microsoft Products and Services Agreement, it must obtain a copy of that agreement from its Affiliate if not presented as part of this registration.

Customer

Customer Legal Entity Name: City of Killeen
Country/Region: United States
Address: 101 E Ave D
City: Killeen
State/Province: Texas
Postal Code: 76541-5236
Phone number: (254) 501-7893
Within City Limits: Yes

Customer Signatory

Printed first and last name: Dennis Baldwin
Job title:
Phone number: (254) 501-7700
Email address: dbaldwin@killeentexas.gov
Preferred language: English

Authorized Customer Signature:

Authorized Customer Signature Date:

Microsoft Affiliate

Affiliate: Microsoft Corporation
Printed first and last name: Joshua Farlow
Affiliate ID:

Authorized Microsoft Affiliate signature:

Microsoft Affiliate signature date:

Effective date:



When this agreement is executed by Microsoft, Customer will receive a copy.

Microsoft Corporation

Dept. 551, Volume Licensing

6100 Neil Road, Suite 210

Reno, Nevada 89511-1137 United States

Partner

Customer has selected the following Partner for the Purchasing Account(s) identified in this registration. Partner will assist Customer with managing the Agreement and place orders on behalf of Customer under the Agreement.

Entity Name: PCM, Inc.
Account Number: 0005005824
Street address: 1940 E. Mariposa Ave
City: El Segundo
State/Province: California
Postal Code: 90245
Country: United States
Phone number: 614-854-1144

First and last name: Microsoft Info
Phone number:
Email address: microsoftinfo@pcm.com
Preferred language: English
Job title:



ADDENDUM TO CONTRACT FOR GOODS OR SERVICES
(Change as needed to match the name or type of your contract)

This addendum supplements that certain Buyboard 579-19 (Name of Contract), dated 1/1/2019, made by and between the City of Killeen ("City") and PCMG, Inc. dba PCM Gov, Inc. ("Vendor" or whatever matches the contract).

1. **Verification by Vendor.** Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. **Incorporation.** The provisions of this Addendum shall be incorporated into and are hereby made an essential part of the contract.
3. **Full Force and Effect.** Except as expressly modified herein, all other terms and provisions set for in the contract shall remain in full force and effect and shall not otherwise be affected by this Addendum.

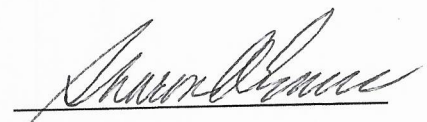
The City and Vendor have duly executed this Addendum as of this
7 day of January, 2019.

City of Killeen

Vendor

By: _____

Title: _____



By: Sharon O. Ennis

Senior Vice President