Service Level Agreement for Microsoft Online Services

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1. Introduction.

This Service Level Agreement for Microsoft Online Services (this "SLA") is made by Microsoft in connection with, and is a part of, your Microsoft volume licensing agreement (the "Agreement"). This SLA applies to the following Microsoft Services, but does not apply to separately branded services made available with or connected to these Microsoft Services:

- Bing Maps Enterprise Platform
- Bing Maps Mobile Asset Management
- Duet Enterprise Online
- Dynamics CRM Online
- Exchange Online Archiving
- Exchange Online
- Exchange Online Protection
- Lync Online
- Azure Active Directory Basic
- Azure Active Directory Premium
- Azure Rights Management
- Office 365 Business
- Office 365 ProPlus
- Office Online
- OneDrive for Business
- Power BI for Office 365
- Project Online
- SharePoint Online
- Translator API
- Video for Office 365
- Microsoft Intune
- Yammer Enterprise

We provide financial backing to our commitment to achieve and maintain the Service Levels for our Services. 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, then the version of this SLA that is current at the time of renewal will apply for your renewal term.

2. Definitions.

"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" means a period during which the aspects of a Service specified in the following table are unavailable, excluding (i) Scheduled Downtime; and (ii) unavailability of a Service due to limitations described in Section 5(a) below. Downtime is measured in the units set forth in Section 3.

Online Service	Qualifications of Downtime
Azure Active Directory Basic	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.
Azure Active Directory Premium	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.
Azure Rights Management	Any period of time when end users cannot create or consume IRM documents and email.
Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management	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.
Duet Enterprise Online	Any period of time when users are unable to read or write any portion of a SharePoint site collection for which they have appropriate permissions.
Dynamics CRM Online	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.
Exchange Online Archiving	Any period of time when end users are unable to access the e-mail messages stored in their archive.
Exchange Online	Any period of time when end users are unable to send or receive email with Outlook Web Access.
Exchange Online Protection	Any period of time when the network is not able to receive and process email messages.
Lync Online	Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings[1].
Microsoft Intune	Any period of time when the Customer's IT administrator or users authorized by Customer are unable to log on with proper credentials.
Office 365 Business	Any period of time when Office applications are put into reduced functionality mode due to an issue with Office 365 activation.
Office 365 ProPlus	Any period of time when Office applications are put into reduced functionality mode due to an issue with Office 365 activation.

Office Online	Any period of time when users are unable to use the Web Applications to view and edit any Office document stored on a SharePoint site for which they have appropriate permissions.
OneDrive for Business	Any period of time when users are unable to view or edit files stared on their personal OneDrive for Business storage.
Power BI for Office 365	Any period of time when users are unable to read or write any portion of Power BI data to which they have appropriate permissions.
Project Online	Any period of time when users are unable to read or write any portion of a SharePoint site collection with Project Web App for which they have appropriate permissions.
SharePoint Online	Any period of time when users are unable to read or write any portion of a SharePoint site collection for which they have appropriate permissions.
Translator API	Any period of time when users are not able to perform translations.
Video for Office 365	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.
Yammer Enterprise	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.

[1] Online meeting functionality applicable only to Lync Online Plan 2 Service

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

"Microsoft" means the Microsoft entity that entered into the Agreement.

"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" or "Services" refers to the online service(s) indicated at the beginning of this SLA and purchased by you pursuant to the Agreement**.**

"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, e.g., monthly availability.

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

3. Service Level Commitment.

(a) The "Monthly Uptime Percentage" for a Service is calculated by the following formula:

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

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.

(b) For Bing Maps Enterprise Platform, Bing Maps Mobile Asset Management, and Translator API, the Monthly Uptime Percentage is calculated using the following formula instead of the formula in section (a):

$$\frac{Total\ number\ of\ minutes\ in\ a\ month\ -Downtime}{Total\ number\ of\ minutes\ in\ a\ month}\ x\ 100$$

where Downtime is measured as the total number of minutes during the month when the aspects of the Service set forth in the table in Section 2 are unavailable.

(c) If the Monthly Uptime Percentage falls below 99.9% for any given month, you may be eligible for the following Service Credit:

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

4. Service Credit Claim. If we fail to meet the minimum Monthly Uptime Percentage described above for a Service, you may submit a claim for a Service Credit.

You must submit a claim to customer support at Microsoft Corporation that includes: (i) a detailed description of the Incident; (ii) information regarding the 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. We must receive the claim and all required information 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 judgment on 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 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.

5. Limitations.

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

1. Due to factors outside our control (for example, natural disaster, war, acts of terrorism, riots, or government action);
2. That result from your or third party services, hardware, or software, including, but not limited to, issues resulting from inadequate bandwidth;
3. Caused by your use of a Service after we advised you to modify your use of a Service, if you did not modify your use as advised;
4. During pre-release, beta and trial Services (as determined by us);
5. 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
6. That result from your failure to adhere to any required configurations, use supported platforms, and follow any policies for acceptable use.
7. For licenses reserved, but not paid for, at the time of the Incident.

(b) 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.

(c) This SLA will not apply to any on-premise licensed software that is part of any Service.

6. Purchase of Multiple Services. If you purchased more than one Service listed in Section 1 above (not as a suite), then you may submit claims pursuant to the process described above in Section 4 as if each Service was 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.

7. Purchase of Multiple Services together. 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.

8. Exceptions and Additional Terms for Particular Services and Programs.

(a) For Azure Rights Management:

There is no Scheduled Downtime for this Service.

(b) For Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management:

This SLA does not apply to Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management purchased through Open Value and Open Value Subscription 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.

(c) For Duet Enterprise Online:

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. This SLA does not apply when the inability to read or write any portion of a SharePoint 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.

(d) For Exchange Online, Exchange Online Archiving (EOA), and Exchange Online Protection (EOP):

There is no Scheduled Downtime for these Services.

(e) For Exchange Online and Exchange Online Protection (EOP):

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 commercialvirus 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 the virus. If this results in the prevention of an infection, you will not 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:
        1. 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.
        2. 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:
        1. bulk, personal, or pornographic email
        2. email containing a majority of non-English content
        3. email blocked by a policy rule, reputation filtering, or SMTP connection filtering
        4. 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%

(f) For Exchange Online Archiving (EOA) and Exchange Online Protection (EOP):

This SLA does not apply to the Enterprise CAL suite purchased through Open Value and Open Value Subscription licensing agreements.

(g) For Exchange Online Protection (EOP):

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%

(h) For Microsoft Intune:

1. Scheduled Downtime will not exceed 10 hours per calendar year
2. This Service Level does not apply to any:
   a. On-premises software licensed as part of the Service subscription.

b. Internet-based services (excluding the Microsoft Intune Service) that provide updates to any on–premise software licensed as part of the Service subscription.

(i) This section (i) applies to the following:

- Each of the Services purchased through Open, Open Value and Open Value Subscription licensing agreements, and

- Each of the Services in Office 365 Small Business Premium suite purchased in the form of a product key

These Services are not eligible for Service Credits based on service fees. 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.

For these Services,

1. the definition of "Applicable Monthly Service Fees" shall be deleted and replaced by:

   "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.

2. Any references to "Applicable Monthly Service Fees" shall be deleted and replaced by "Applicable Monthly Period."