

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:

- Dynamics CRM Online
- Exchange Online Archiving
- Exchange Online
- Forefront Online Protection for Exchange
- Live Meeting
- Lync Online
- Office Web Applications
- SharePoint Online
- Windows Intune

We provide financial backing to our commitment to achieve and maintain the Service Levels for each 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, 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 during the month in which a Service Credit is owed.

“Downtime” means the total minutes in a month during which the aspects of a Service specified in the following table are unavailable, multiplied by the number of affected users, excluding (i) Scheduled Downtime; and (ii) unavailability of a Service due to limitations described in Section 5(a) below.

Online Service	Qualifications of Downtime
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.
Exchange Online Archiving	Any period of time when the network is not able to receive and process e-mail messages.
Exchange Online	Any period of time when end users are unable to send or receive email with Outlook Web Access.
Forefront Online Protection for Exchange	Any period of time when the network is not able to receive and process email messages.
Office Web Applications	Any period of time when users are unable to use the Web Applications to view or edit and Office document stored on a

	SharePoint site for which they have appropriate permissions.
Live Meeting	Any period of time when end users cannot access or use their Live Meeting conference center. Logged start and stop events will be used to measure interruptions and whether it was Service or user impacting.
Lync Online	Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings ¹ .
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.
Windows Intune	Any period of time when a Customer's IT administrator cannot log into the Service to perform administrative tasks enabled by the Service.

¹ Online meeting functionality applicable only to Lync 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 signed the Agreement.

"Scheduled Downtime" means those times when we publish or notify you of periods of Downtime related to network, hardware, or Service maintenance or upgrades 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) that Microsoft agrees to meet in the delivery of the Services, e.g., monthly availability, as set forth in this SLA.

"User Minutes" means the total number of minutes in a month multiplied by the total number of users.

- 3. Service Level Commitment.** The minimum "Monthly Uptime Percentage" for a Service is calculated by the following formula:

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

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; 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 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. We will determine the amount of the Service Credit issued to the reseller based on the estimated retail price for the applicable Service.

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;
2. That result from your or third party hardware or software;
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 inaction 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.

(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 as a Suite. For Services purchased as part of a suite, the Applicable Monthly Service Fees and Service Credit for each Service will be pro-rated.

8. Exceptions and Additional Terms for Particular Services.

(a) For Exchange Online, Exchange Online Archiving, and Forefront Online Protection for Exchange (“FOPE”):

There is no Scheduled Downtime for these Services.

(b) For Exchange Online and Forefront Online Protection for Exchange (FOPE):

With respect to a) Exchange Online and b) FOPE licensed as a standalone Service or via ECAL suite, Forefront Protection 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 FOPE, 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. For classification of malware, please visit http://www.microsoft.com/technet/security/topics/serversecurity/avdind_2.mspx.
- b. A Virus is considered known when a FOPE virus scanning engine can detect the virus and the detection capability is available throughout the FOPE network.
- c. Must result from a non-purposeful infection.
- d. The Virus must have been scanned by the FOPE virus filter.
- e. If FOPE delivers an email that is infected with a known virus to you, FOPE 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 spyware. For classification of malware, please visit http://www.microsoft.com/technet/security/topics/serversecurity/avdind_2.mspx.
 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 in a calendar month, measured in days.
- 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 98%	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 within five (5) calendar days of message delivery.
- 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%

(c) For Forefront Online Protection for Exchange (FOPE):

With respect to FOPE licensed as a standalone Service, ECAL suite, Forefront Protection 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 FOPE 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 FOPE 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%

(d) For Windows Intune:

Scheduled Downtime will not exceed 10 hours per calendar year.