

Volume
Licensing

Service Level Agreement for Microsoft Online Services December 1, 2021

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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/Updates	Deletions
Microsoft Teams – Calling Plans, Phone System and Audio Conferencing	None

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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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Service Specific Terms

Microsoft Dynamics 365

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 Commerce

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 Customer Insights

Downtime: Any period of time when end users are unable to login to their environment. Downtime does not include Scheduled Downtime, the unavailability of Service add-on features, or the inability to access the Service due to your modifications of the 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%

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Dynamics 365 Customer Service Enterprise; Dynamics 365 Customer Service Professional; Dynamics 365 Customer Service Insights; Dynamics 365 Field Service; Dynamics 365 Marketing

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 Fraud Protection

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:

$$\frac{\text{\#Minutes in month} - \text{\#Minutes DFP service is unavailable}}{\text{\#Minutes in month}} \times 100$$

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where, in a given minute interval, the service is said to be available if there is a successful watchdog ping test of the service through its external DNS.

Service Credit:

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

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Dynamics 365 Human Resources

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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Dynamics 365 Intelligent Order Management

Downtime: Any period of time when end user are unable to read or write any Service data for which they have appropriate permission but this does not include any non-availability of Service add-on features. 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
< 99.9%	25%
< 99%	50%
< 95%	100%

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Dynamics 365 Remote Assist

Additional Definitions:

Downtime: Any period of time when end users are unable to conduct instant messaging conversations, or initiate or participate in calls.*

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.

*Instant messaging conversations available only in some platforms

Service Credit:

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

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Dynamics 365 Sales Enterprise; Dynamics 365 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 Supply Chain Management; Dynamics 365 Finance; Dynamics 365 Project Operations

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.

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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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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:

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

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:

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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%

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
< 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%

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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:

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

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%

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:

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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%

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

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Microsoft 365 Apps for 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:

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

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 365 Apps for enterprise

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 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.

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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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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:

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

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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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:

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

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%

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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

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:

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

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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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:

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

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

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:

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

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%

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

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Microsoft Teams – Calling Plans, Phone System 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, or process calls with Call Queues or Auto Attendant.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula for each of the services:

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

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. Credit will be paid only against the actual service(s) that are impacted.

This SLA does not apply to outages 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.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99.9%	25%
< 99%	50%
< 95%	100%

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Microsoft Teams – 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 Microsoft Teams placed call (within a subscription) that meets both conditions below:

- The call was placed from a Microsoft Teams 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

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“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, Skype for Business, and Microsoft Teams 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%
< 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 and Azure Plans

For Service Specific Terms for Azure Services and Azure Plans, refer to <http://azure.microsoft.com/support/legal/sla/>.

Other Online Services

Microsoft Defender for Identity

Additional Definitions:

“Downtime” is Any period of time when the admin is unable to access the Microsoft Defender for Identity 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%	10%
< 99%	25%

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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.

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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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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 Power Automate

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.

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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 Power Automate.

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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.

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 Power Apps

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Downtime: Any period of time when users are unable to read or write any portion of data in Microsoft Power Apps 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%

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

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Microsoft Power Virtual Agents

Additional Definitions:

“Total Message Requests” is the total number of requests made by an end user to Power Virtual Agents during a billing month.

“Failed Message Requests” are the total number of requests within Total Message Requests that Power Virtual Agents is unable to send a response message to due to a system error within Power Virtual Agents.

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

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

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%

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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: The total number of minutes for which a given embedded capacity has been active during a billing month.

Maximum Available Minutes: The sum of all Deployment Minutes for a specific embedded capacity provisioned by a customer in a given Microsoft Azure subscription during a billing month.

Downtime Minutes: The total accumulated Deployment Minutes during which an embedded capacity is unable to be utilized in all applicable Power BI features listed below:

View: View Power BI Dashboards, Reports, and Apps in the service.

Dataset Refresh: Schedule or manually trigger refresh operation and expect those operations to complete within expected timeframes considering all conditions that might impact refresh speeds (e.g., size of dataset).

Access Power BI Portal: Access and use the Power BI Portal within expected timeframes considering network conditions and limitations local to the customer environment or external to Microsoft.

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

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

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: The sum of all minutes that a given Capacity has been instantiated during a billing month for a given tenant.

Downtime Minutes: The total accumulated minutes in a billing month for a given Capacity, after its creation, or before it is deprovisioned when the Capacity is unable to be utilized in all applicable Power BI features listed below:

View: View Power BI Dashboards, Reports, and Apps in the service.

Dataset Refresh: Schedule or manually trigger refresh operation and expect those operations to complete within expected timeframes considering all conditions that might impact refresh speeds (e.g., size of dataset).

Access Power BI Portal: Access and use the Power BI Portal within expected timeframes considering network conditions and limitations local to the customer environment or external to Microsoft.

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

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

Service Credit:

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

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Power BI Pro

Downtime Minutes: The total accumulated minutes in a billing month during which all Power BI features listed below are unavailable:

View: View Power BI Dashboards, Reports, and Apps in the service.

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Dataset Refresh: Schedule or manually trigger refresh operation and expect those operations to complete within expected timeframes considering all conditions that might impact refresh speeds (e.g., size of dataset).

Access Power BI Portal: Access and use the Power BI Portal within expected timeframes considering network conditions and limitations local to the customer environment or external to Microsoft.

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

$$\frac{\text{Total number of minutes in a month} - \text{Downtime Minutes}}{\text{Total number of minutes in a month}} \times 100$$

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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Microsoft Defender for Endpoint

Additional Definitions:

“Maximum Available Minutes” is the total accumulated minutes during a billing month for Microsoft Defender for Endpoint portal. Maximum Available Minutes is measured from when the Tenant has been created resultant from successful completion of the on-boarding process.

“Tenant” represents Microsoft Defender for Endpoint 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 Microsoft Defender for Endpoint 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%

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Monthly Uptime Percentage	Service Credit
< 99%	25%

Service Level Exceptions: This SLA does not apply to any trial/preview version Tenants.

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Universal Print

Downtime: Any period of time when unavailability of the Universal Print Service results in the inability for users to discover printers or submit print jobs, or the inability for administrators to register or configure printers, manage access control, or monitor Universal Print status and usage.

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 any trial/preview version Tenants.

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Windows 365

Cloud PC: the specific instance of Windows 365 licensed to a user.

Downtime: measured in minutes, the period in which all connection attempts by a specific user to a specific Cloud PC were unsuccessful, excluding any of the following types of failures:

1. Failures resulting from the Cloud PC being in an inoperable state unrelated to the underlying Azure infrastructure (e.g. damaged or corrupt operating system, operating system configuration, or misconfiguration); and
2. Failure resulting from an application or other software installed on the Cloud PC.

Individual Downtime: means Downtime for a given user for each month.

Individual Minutes: means the User Minutes for a given user for each month.

Individual Uptime Percentage: Individual Uptime Percentage is calculated as:

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

Per-User Credit: For a month in which the Regional Uptime Percentage is less than 99.9%, a Per-User Credit shall be calculated as a percentage of the per user portion of the Applicable Monthly Service Fees for each user for whom the Individual Uptime Percentage was less than 99.9% according to the following table (provided, however, that any Individual Uptime Percentage that is lower than the Regional Uptime Percentage shall be deemed to be equal to the Regional Uptime Percentage):

Individual Uptime Percentage	Per User Credit
< 99.9%	10%
< 99%	25%
< 95%	100%

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Region: means the regions detailed at: <https://aka.ms/DSLARegionLink>.

Regional Downtime: means the sum of all your Downtime in a Region for each month.

Regional Minutes: means the User Minutes in a Region for each month.

Regional Uptime Percentage: is calculated using the following formula:

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

Service Credit: for Windows 365, Service Credits are not a percentage of the Applicable Monthly Service Fee, but shall be the sum of all Per-User Credits.

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%

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