

## Office Communications Online Service Level Agreement (SLA)

### 1. Standard terms applicable to all Service Levels outlined herein:

#### a. Definitions

- i. "Claim" means a claim submitted by Customer to Microsoft pursuant to this SLA that a Service Level has not been met and that a Service Credit may be due to Customer.
- ii. "Customer" refers to the organization that has signed a volume licensing agreement ("Agreement") under which it has purchased Microsoft Office Communications Online Services from Microsoft.
- iii. "Customer Support" means the services by which Microsoft may provide assistance to Customer to resolve issues with the Services.
- iv. "Incident" means any set of circumstances resulting in a failure to meet a Service Level.
- v. "Microsoft" means the Microsoft entity that signed your Microsoft Agreement.
- vi. "Service" or "Services" refers to the Microsoft Office Communications Online service provided to Customer pursuant to the Agreement.
- vii. "Service Credit" is the percentage of the monthly service fees for the Service that is credited to Customer for a validated Claim.
- viii. "Service Level" means standards Microsoft agrees to adhere to and by which it measures the level of service it provides as specifically set forth below.

#### b. Service Credit Claims

- i. Microsoft provides this SLA subject to the following terms. These terms will be fixed for the duration of the initial term of the subscription. If a subscription is renewed, the version of this SLA that is current at the time the renewal term commences will apply throughout the renewal term. Customer can review the most current version of the SLA and related terms at any time by visiting <http://go.microsoft.com/fwlink/?LinkId=140815>.
- ii. In order to be eligible to submit a Claim with respect to any Incident, the Customer must first have notified Customer Support of the Incident, using the procedures set forth by Microsoft, within five business days following the Incident.
- iii. To submit a Claim, Customer must contact Customer Support and provide notice of its intention to submit a Claim. Customer must provide to Customer Support all reasonable details regarding the Claim, including but not limited to, detailed descriptions of the Incident(s), the duration of the Incidents, the number of affected users and the locations of such users and any attempts made by Customer to resolve the Incident.
- iv. In order for Microsoft to consider a Claim, Customer must submit the Claim, including sufficient evidence to support the Claim, by the end of the month following the month in which the Incident which is the subject of the Claim occurs.
- v. Microsoft will use all information reasonably available to it to validate Claims and make a good faith judgment on whether the SLA and Service Levels apply to the Claim.

- c. Configuration Requirements and Acceptable Use
  - i. Customers must adhere to any required configurations, use supported platforms, and follow any policies for acceptable use found at <http://go.microsoft.com/fwlink/?LinkId=128855> in order to make Claims.
- d. SLA Exclusions
  - i. This SLA and any applicable Service Levels do not apply to any performance or availability issues:
    - 1. Due to factors outside Microsoft's reasonable control;
    - 2. That resulted from Customer's or third party hardware or software;
    - 3. That resulted from actions or inactions of Customer or third parties;
    - 4. Caused by Customer's use of the Service after Microsoft advised Customer to modify its use of the Service, if Customer did not modified its use as advised;
    - 5. During scheduled downtime; or
    - 6. During beta and trial Services (as determined by Microsoft).
- e. Service Credits
  - i. The amount and method of calculation of Service Credits is described below in connection with each Service Level description.
  - ii. Service Credits are Customer's sole and exclusive remedy for any violation of this SLA.
  - iii. The Service Credits awarded in any calendar month shall not, under any circumstance, exceed Customer's monthly Service fees.
  - iv. For Services purchased as part of a suite, the Service Credit will be based on the pro-rata portion of the cost of the Service, as determined by Microsoft in its reasonable discretion. In cases where Customer has purchased Services from a reseller, the Service Credit will be based on the estimated retail price for the applicable Service, as determined by Microsoft in its reasonable discretion.

## 2. Service Levels

- a. Monthly Uptime Service Level
  - i. Definitions
    - 1. "Downtime" is defined as a complete outage of the instant messaging and presence functionality, meaning that the Service prevents the ability to login, obtain presence status, or conduct instant-message conversations. Downtime does not include the period of time when the Service is not available as a result of: (i) Scheduled Downtime or scheduled network, hardware, or service maintenance or upgrades; or (ii) the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Microsoft's network by means of Customer's passwords or equipment.
    - 2. "Scheduled Downtime" is defined as those times where Microsoft notifies Customer of periods of Downtime at least five days prior to the commencement

of such Downtime. Scheduled Downtime is not considered Downtime for purposes of this SLA, and will not be counted towards any Downtime Periods.

3. "Monthly Uptime Percentage" for a specific Customer is calculated by taking the total number of minutes in a calendar month multiplied by the total number of licensed users minus the total number of minutes of Downtime experienced by all users in a given calendar month, all divided by the total number of minutes in that calendar month multiplied by the total number of users. This is reflected in the following formula:

$$\frac{\text{Total number of minutes in a month} \times \text{Total number of users} - \text{Total minutes of Downtime experienced by all users in that month}}{\text{Total number of minutes in a month} \times \text{Total number of users}}$$

ii. Uptime Service Levels

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