Superintendencia de Telecomunicaciones

LICITACIÓN ABREVIADA
2016LA-000016-SUTEL

"RENOVACIÓN DE SUSCRIPCIONES DE PRODUCTOS MICROSOFT PARA LA SUPERINTENDENCIA DE TELECOMUNICACIONES"

La Superintendencia de Telecomunicaciones (SUTEL), con cédula jurídica número 3-007-566209, ubicada en Guachipelín de Escazú, Edificio Tapantí, tercer y cuarto piso, 100 metros al norte de Construplaza, mediante su área de Proveeduría, indica a todos los oferentes interesados en participar en la licitación de referencia, que aplicando el artículo 99 del R.L.C.A, recibirá ofertas hasta las 14:00 horas del 29 de agosto del año 2016.

El cartel no posee ningún costo, por lo que puede ser descargado en sitio WEB: http://sutel.go.cr/proveeduria/contrataciones-vigentes, o solicitarlo al correo electrónico juancarlos.saenz@sutel.go.cr

A la vez se informa que todas las modificaciones no esenciales y aclaraciones que se realicen sobre el cartel, estarán disponibles en el citado sitio WEB, por lo que este será el medio oficial que utilizará la Institución para notificar. No obstante, la adjudicación correspondiente, será publicada en el Diario Oficial la Gaceta.

JUAN CARLOS SAENZ CHAVES (FIRMA)

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Juan Carlos Sáenz Chaves
Jefe del Área de Proveeduría

LICITACIÓN ABREVIADA
2016LA-000016-SUTEL

RENOVACIÓN DE SUSCRIPCIONES DE PRODUCTOS MICROSOFT PARA LA SUPERINTENDENCIA DE TELECOMUNICACIONES.

INVITACIÓN A CONCURSAR Y APERTURA

La Superintendencia de Telecomunicaciones, con cédula jurídica número 3-007-566209, ubicada en Guachipelín de Escazú, Edificio Tapantí, tercer y cuarto piso, 100 metros al norte de Construplaza, mediante su área de Proveeduría recibirá ofertas hasta las 14:00 horas del 29 de agosto del año 2016, para la licitación de referencia, de conformidad con la hora oficial que indique el servicio de hora del Instituto Costarricense de electricidad, el número 1112.

El área de Proveeduría recibirá consultas del trámite o expediente por escrito, de lunes a viernes de 08:00 am a las 16:00 horas y podrán consultar el mismo físico, según lo establece el artículo 11 del Reglamento a la Ley de Contratación Administrativa, en horario de lunes a viernes de 08:00 am a 11:00 am y de las 13:30 a las 15:30 horas.

El área encargada de tramitar el procedimiento de licitación del objeto arriba citado, es la Proveeduría de la SUTEL, misma que proporcionará la información adicional necesaria respecto a las especificaciones, documentación, y trámites relacionados.

OBJETO DE LA CONTRATACIÓN:

Se requiere renovar el contrato de suscripción de licencias de Microsoft, por un periodo de tres años más con el ID de inscripción 82965270 y con programa principal E3216480 o suscribir un nuevo contrato equivalente que permita mantener todo los trabajos realizados en la plataforma Office 365 y la adquisición adicional de 5 licencias para Kiosko de Exchange y 5 Licencias Power BI Pro.

A continuación se presenta un resumen del licenciamiento de la SUTEL en cuanto a la cantidad de licencias contratadas, la cantidad de licencias ampliadas y la cantidad de licencias a adquirir:

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Descripción	Licencias contratadas	Licencias nuevas a adquirir	Total de licencias a adquirir
Licencias para Office 365 Plan E3	155	0	155
Licencias conexión de Office 365 Plan E3	155	0	155
Licencias de Servidor para Sharepoint	2	0	2
Licencias de conexión para Sharepoint	20	0	20
Licencia de Servidor para Microsoft Project Server.	2	0	2
Licencias de Microsoft Project 2013 para Office 365 instancia SUTEL	26	0	26
Licencias de Microsoft Project 2013 para Office 365 instancia Fonatel	4	0	4
Licencias de Microsoft Visio 2013 para Office 365	20	0	20
Licencias de Kioskos de Exchange	15	5	20
Almacenamiento en Sharepoint Online (Gb)	200	0	200
Licencias Power BI Pro	0	5	5

Se requiere la renovación del contrato por suscripción.

Para los fines del presente cartel, se entenderá por:

ADMINISTRACIÓN O SUTEL: Superintendencia de Telecomunicaciones.

CARTEL: El cartel de la presente licitación.

UNIDAD ADMINISTRATIVA: Área de Proveeduría de la Superintendencia de Telecomunicaciones.

LEY: Ley de Contratación Administrativa No.7494.

R.L.C.A. Reglamento a la Ley de Contratación Administrativa No 33411.

OFERENTE: Persona jurídica o física, interesada en el objeto de este concurso y que por motivo de ello presente formal oferta.

ADJUDICATARIO/ CONTRATISTA: Persona jurídica o física, adjudicataria de la contratación de referencia.

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EQUIPO: Hardware y/o software que formen parte de la solución.

CONDICIONES GENERALES

1. ACLARACIONES Y MODIFICACIONES AL CARTEL.

1.1. Toda solicitud de aclaración a las disposiciones del cartel debe ser efectuada por escrito ante el área de Proveeduría, dentro del primer tercio del plazo fijado para la apertura de ofertas.

1.2. La Administración se reserva el derecho de efectuar las modificaciones y/o aclaraciones a las condiciones o especificaciones del cartel, cuando se consideren necesarias, las que se comunicarán a los potenciales oferentes por medio de fax, correo electrónico o colocándolas directamente en la página web de la Institución, las cuales serán incorporadas de inmediato al expediente de la contratación.

2. PRESENTACIÓN DE LA OFERTA

2.1 La oferta deberá presentarse junto con una copia (preferiblemente escaneada por medio físico digital) haciendo referencia expresa y ordenada a cada una de las condiciones generales y requisitos solicitados en este cartel, dándose por enterado y con explicación suficiente cuando así se lo solicite. Además la información contenida en las ofertas debe ajustarse al orden de este cartel.

2.1. La oferta, documentación anexa y los productos esperados del presente cartel, deberán presentarse, por escrito y en idioma español, o con su correspondiente traducción, de acuerdo con el numeral 62 del R.L.C.A; sin embargo, la documentación técnica muy específica podrá ser suministrada en inglés. Se deberá presentar en papel común; sin borrones ó tachaduras, debiendo salvarse por nota adicional a la oferta los errores que se cometan, indicando claramente el nombre ó razón social del oferente, cédula de identidad, de residencia ó jurídica, dirección postal, número de teléfono, domicilio y número de fax donde atender notificaciones. A esta oferta se debe adjuntar dos copias idénticas de la misma. Siempre que exista contradicción entre información proporcionada en español y en inglés prevalecerá la que se encuentra en idioma español.

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2.2. La oferta deberá presentarse por medios físicos ante el área de Proveeduría (Tercer Piso) de la SUTEL, en sobre cerrado, indicando el número de contratación y el nombre del concurso, según artículo 63 del R.L.C.A.

2.3. La oferta deberá contener, además de los datos generales y detalles necesarios, indicación clara del plazo de entrega del objeto de este concurso, considerando para ello lo indicado en las Condiciones Específicas de este cartel.

2.4. La oferta original y sus copias deben ser firmadas:

2.4.1. En caso de personas físicas, por el propio oferente o quien tenga poder suficiente para ello, según lo dispuesto en los artículos 17, 18, 19 y 63 del R.L.C.A.

2.4.2. En el caso de personas jurídicas por quien o quienes en forma conjunta o separada tengan la representación legal para comprometer al oferente o quien tenga poder suficiente para ello, según lo dispuesto en los artículos 17,18, 19 y 63 del R.L.C.A., indicando el cargo que ocupa y su número de cédula de identidad o de residencia, así como su dirección postal, sea esta en el territorio nacional o en el extranjero si fuera el caso.

2.5. Se tendrán como impedimentos para contratar las personas físicas o jurídicas a que hace referencia el artículo 19 del R.L.C.A.

2.6. No se autoriza la presentación de ofertas en forma conjunta. La presentación de ofertas en consorcio no está prohibida, pero la misma deberá aportar como anexo copia certificada por notario público del contrato entre las partes que acredite esta condición. Se debe cumplir con las especificaciones del artículo 72 del R.C.L.A.

2.7. El plazo de vigencia de la oferta, será de cuarenta y cinco (45) días hábiles, a partir de la fecha de apertura, inclusive, según lo dispuesto en el artículo 67 del R.L.C.A. y en relación al artículo 100 del R.L.C.A.

3. PRESENTACIÓN DE TIMBRES
3.1 Al original de la oferta deberá adherirse un timbre de ¢20,00 de la Asociación Ciudad de las Niñas, según Ley # 6496 del 10 de agosto de 1981 y un timbre de ¢200,00 del Colegio de Profesionales en Ciencias Económicas de Costa Rica,

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conforme la Ley 7105 del 31 de octubre de 1988.

4. PRESENTACIÓN DE DOCUMENTOS

4.1. El oferente según artículo 65 del RLCA, deberá aportar lo siguiente:

4.1.1. Declaración jurada de que se encuentra al día en el pago de los impuestos nacionales.

4.1.2. Declaración jurada de que no está afectado por ninguna causal de prohibición.

4.1.3. Certificación de que se encuentra al día en el pago de las obligaciones obrero patronales con la Caja Costarricense del Seguro Social o bien, que tiene un arreglo de pago aprobado por ésta, vigente al momento de la apertura de las ofertas. En todo caso la Administración podrá constatar en cualquier momento, el cumplimiento de las obligaciones obrero patronales. En caso de que el oferente presente certificación de que no se encuentra inscrito como patrono ante la CCSS, y del objeto licitado se derive tal obligación, la Administración le solicitará explicación, la que en caso de resultar insatisfactoria de acuerdo a los lineamientos establecidos por la CCSS, provocará la exclusión del concurso y la denuncia ante las autoridades correspondientes de cobro de la CCSS.

4.1.4. Deberán acompañar a la oferta, fotocopia legible de la cédula de identidad, en caso de personas físicas y fotocopia legible de la cédula de identidad del representante legal, en caso de personas jurídicas.

4.1.5. Certificación que se encuentran al día con el pago de impuesto de las sociedades según lo dispuesto en la Ley N° 9024.

4.2. En seguimiento del principio de la presunción de la capacidad jurídica, regulada en el artículo 17 y 18 del RLCA, únicamente el adjudicatario, una vez comunicado el acto de adjudicación en firme, deberá presentar:

4.2.1. Personería jurídica actualizada. Cuando la oferta sea suscrita por apoderado o representante legal deberá presentarse una certificación notarial o registral. Asimismo, en caso de personas jurídicas, deberá aportarse una certificación notarial, en la que se acredite la existencia, representación y titularidad de las acciones. La dación de fe sobre la distribución de las acciones deberá

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realizarse con vista en los libros legalizados respectivos y no únicamente en el pacto constitutivo.

Nota: Las declaraciones solicitadas como lo indica el artículo 19 y 65 del Reglamento a la Ley de Contratación Administrativa, no tienen que ser rendidas ante Notario Público.

4.3. Todas las certificaciones y declaraciones juradas deberán ser recientes, no se aceptarán si tienen más de 2 meses de emitidas.

4.4. Los oferentes deben presentar Certificación de FODESAF y/o declaración jurada en la cual se indique que se encuentran al día o tienen arreglo de pago suscrito con esta entidad.

5. PRECIO

5.1 El oferente deberá cotizar el valor de la suscripción (licenciamiento), por los tres años requeridos por SUTEL. Señalando el valor anual el cual será cancelado en el primer mes del periodo correspondiente. El precio anual será el mismo para los tres años.

5.2 El oferente deberá declarar que los precios de su oferta son firmes, definitivos e invariables de acuerdo con el capítulo IV, artículo 25 del R.L.C.A.

5.3 El precio cotizado debe presentarse en números y letras coincidentes. En caso de divergencia, prevalecerá la suma consignada en letras, salvo caso de errores materiales evidentes, en cuyo caso prevalecerá el valor real, de acuerdo con lo que indica el capítulo IV artículo 25 del R.L.C.A. El adjudicatario proporcionará bajo el precio ofertado, todos los materiales, mano de obra y equipo necesario para el cumplimiento del objeto licitado.

5.4 Los oferentes deberán cotizar preferiblemente en colones costarricenses, pero en caso de cotizar en dólares, se le aplicará la conversión a moneda nacional, para efectos de presupuesto, análisis y evaluación del factor precio, utilizando el tipo de cambio vigente para venta, calculado por el Banco Central de Costa Rica al día de la apertura.

5.5 La Administración no se obliga a aceptar la oferta de menor precio si considera que ésta contraviene sus intereses o la misma resulta ruinosa, según lo estipula en el capítulo IV, artículo 30 del R.L.C.A.

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5.6 La Administración no será responsable por los gastos en que incurran los oferentes en cuanto a la elaboración de su oferta, resulte la misma adjudicada o no, asimismo no se reconocerá ningún tipo de erogación adicional al precio contratado.

5.7 Cuando la oferta económica presenta el valor unitario por línea o renglones, el precio debe ser totalizado y sin dejar de considerar lo relacionado con la forma de pago propuesta por la Administración.

5.8 Precios unitarios y totales: La Administración solicita a los oferentes que coticen precios unitarios y totales. Si la sumatoria de los precios unitarios excede el precio total, la oferta se comparará con el mayor precio, según lo establece el artículo 27 del R.L.C.A.

5.9 Descuentos: El oferente podrá ofrecer descuentos globales a sus precios. Además, podrán ofrecerse descuentos a los precios unitarios, según lo estipulado en el artículo 28 del R.L.C.A.

5.10 La oferta deberá indicar por separado los impuestos que la afecten, de no hacerlo se le aplicará el artículo No. 25 del Reglamento a la Ley de Contratación Administrativa.

5.11 El contratista será el responsable por el pago de los impuestos directos e indirectos, cargar sociales, contribuciones o cualquier otro tipo de obligación tributaria que establezca el ordenamiento jurídico costarricense, derivados de la ejecución de la presente contratación, para lo cual deberá indicar dentro de su oferta el monto y la naturaleza de los impuestos que la afectan. Si se omite esta referencia se tendrán por incluidos en el precio cotizado, tanto los impuestos, tasas, sobretasas y aranceles de importación, como los demás impuestos del mercado local. Lo anterior de conformidad con el artículo 25 del Reglamento a la Ley de Contratación Administrativa. Con el fin de verificar el monto de los impuestos correspondientes, el adjudicatario deberá presentar dentro de sus facturas un desglose de los bienes y/o servicios adquiridos y los impuestos en forma separada.

5.12 Para el caso de pagos que se deban acreditar en el extranjero, la SUTEL realizará la retención correspondiente del Impuesto sobre las Remesas al exterior vigente al momento de acreditar el pago, y cuyo detalle se encuentra incluido en el artículo 59

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de la Ley del Impuesto sobre la Renta.

5.13 Para el caso de pagos que se deban acreditar en Costa Rica, la SUTEL realizará la retención correspondiente del Impuesto sobre la Renta vigente al momento de acreditar el pago, y cuyo detalle en la actualidad se encuentra incluido en el artículo 23 inciso g) de la Ley del Impuesto sobre la Renta.

6. PLAZO Y FORMA DE ADJUDICACIÓN

6.1 El plazo de adjudicación de esta contratación, aplicando el artículo 100 del R.L.C.A., será hasta de (30) días hábiles o más, según los procedimientos internos de la Administración.

6.2. Una vez que se determina que las ofertas cumplen con los aspectos legales generales y las condiciones específicas; se someterán a la metodología de evaluación establecida para esta contratación.

6.3. La SUTEL se reserva el derecho de adjudicar total o parcialmente la presente licitación de conformidad con las posibilidades presupuestarias, asimismo se reserva el derecho de declararla desierta o infructuosa, cuando las ofertas presentadas no satisfagan plenamente los intereses de la Institución, o bien, el objeto para lo cual se ha promovido el concurso no se obtiene con las ofertas presentadas.

7. LUGAR DE ENTREGA DEL SERVICIO

7.1 Los productos definidos en el cartel deberán ser entregados, instalados y configurados, según indique el departamento de Tecnologías de Información de la SUTEL ubicada en la oficina de la SUTEL en Guachipelín de Escazú, 100 metros al norte de Construplaza, en el oficentro Multipark Edificio Tapantí Tercer Piso.

8. PLAZO DE ENTREGA

8.1. El plazo de entrega empezará a correr a partir de la recepción por parte del adjudicado de la orden de compra respectiva, el cual no debe ser superior a 5 días hábiles, para la totalidad las licencias.

9. PRORROGAS EN LA ENTREGA DEL SERVICIO

9.1.   Conforme lo dispuesto en el Capítulo XIII, sección segunda, en el artículo 198 del R.L.C.A., sólo se autorizan prórrogas en la entrega por razones de fuerza mayor debidamente informadas y acreditadas por el contratista ante el área de Proveeduría, aportando la documentación de respaldo que demuestre que las razones del atraso no son imputables a ellos, o bien por demoras ocasionadas por la propia Administración.

9.2.   En uno u otro caso, el contratista deberá solicitar dicha prórroga a más tardar dentro de los 03 (tres) días hábiles antes de la fecha pactada para la entrega del equipo o incluso el mismo día de la entrega, por lo que el área de Proveeduría se deberá pronunciar dentro de igual plazo ante la presentación formal de la solicitud, debiéndose dejar constancia de lo actuado en el expediente.

9.3.   No se concederán prórrogas una vez vencidos los términos de ejecución previstos, sin perjuicio del derecho de justificar el incumplimiento por los medios legales establecidos.

10. GARANTÍA DE CUMPLIMIENTO

10.1.   De conformidad con el artículo 40 del RLCA, el adjudicatario debe depositar una Garantía de Cumplimiento por el 10% (diez por ciento) del total de la adjudicación a favor de la SUTEL, dentro de los tres días hábiles posteriores a la fecha en que quede firme el acto de adjudicación en el edificio de la SUTEL, tercer piso, en la Dirección General de Operaciones ubicada en Guachipelín de Escazú, Oficentro Multipark, Edificio Tapantí, 100 metros al norte de Construplaza.

10.2.   La Garantía de Cumplimiento debe tener una vigencia de tres años. La garantía podrá presentarse por al menos 12 meses calendario a partir de la fecha en que el acto de adjudicación adquiera firmeza, renovándose un mes antes de su vencimiento. Esta garantía deberá constituirse de conformidad con lo establece el artículo 42 del Reglamento a la Ley de Contratación Administrativa.

10.3.   La garantía deberá ser rendida por cualquiera de los medios que se indican expresamente en el Capítulo IV, sección segunda, artículo 42 del R.L.C.A. En caso de realizarla por medio de transferencia o depósito bancario, debe hacerlo mediante las cuentas siguientes:

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10.4. Cuenta corriente en colones número 100-01-000-219162-0 del Banco Nacional de Costa Rica.

Cuenta cliente en colones número 15100010012191621.
Cuenta corriente en dólares número 100-02-000-620998-8 del Banco Nacional de Costa Rica.
Cuenta cliente en dólares número 15100010026209989.

10.5. Es una obligación del adjudicatario, mantener vigente la garantía de cumplimiento, mientras la Administración no haya recibido la totalidad del objeto del contrato. Si un día hábil antes del vencimiento de la garantía, el adjudicatario no ha prorrogado su vigencia, la Administración podrá hacerla efectiva en forma preventiva y mantener el dinero en una cuenta bajo su custodia, el cual servirá como medio resarcitorio en caso de incumplimiento. En este caso el adjudicatario podrá presentar una nueva garantía sustitutiva del dinero, según artículo 40 del RLCA, de manera que el contrato en todo momento quede garantizado hasta su ejecución total.

10.6. Si la garantía de cumplimiento es presentada por medio de cheque del Sistema Bancario Nacional, sólo se aceptarán si son certificados o de gerencia.

10.7. Cuando se trate de dinero en efectivo o de títulos valores de inversión endosada a nombre de la Administración, el oferente debe señalar en forma expresa la vigencia de su garantía.

10.8. La Garantía de cumplimiento será devuelta al adjudicatario, a su solicitud en forma escrita al área de proveeduría, dentro de los 20 días hábiles siguientes a la fecha que la SUTEL tenga por cumplido el contrato a su satisfacción, comprobado mediante documento suscrito por el supervisor de la licitación cuando la garantía se haya rendido en efectivo, la devolución se realizará mediante depósito en la cuenta bancaria suministrada para tales efectos.

10.9. En el caso de que la SUTEL se viera obligada a ejecutar la garantía antes del vencimiento del contrato, el adjudicatario rendirá una nueva, de manera que el contrato en todo momento quede garantizado hasta su ejecución total. En caso de prórroga el adjudicatario deberá extender la vigencia de esta garantía.

10.10. De no rendirse dicha garantía dentro del término y forma aquí dispuesta se procederá de conformidad con lo regulado sobre el particular en la Ley de Contratación Administrativa en el artículo 39 y el 191 de su reglamento.

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11. ENTREGA Y CLAUSULA PENAL

11.1 Para la entrega o activación del servicio se aplicará por cada día natural de atraso una penalidad de un 1% del monto total de la contratación, hasta un total del 25% del monto total de la contratación. La entrega y activación no puede superar los 5 días hábiles luego de entregada la orden de compra.

11.2 Si existiera atraso en la fecha de entrega, según el plazo de entrega estipulado, de acuerdo con los términos de la oferta y la respectiva orden de compra o contrato y ese atraso no fuere justificado de manera satisfactoria ante el área de Proveeduría, según lo estipulado en el punto 12.1 inciso e.

11.3 Para los efectos de este aparte, únicamente se considerará atraso justificado, circunstancias no imputables al contratista, originadas por caso fortuito, por fuerza mayor, o hechos de la propia Administración debidamente demostradas por escrito ante el área de Proveeduría.

11.4 El control y trámite atinente a lo aquí dispuesto, estarán a cargo de área de Proveeduría, junto con la asesoría técnica del supervisor a cargo de la contratación.

11.5 Cuando el monto por aplicación de la cláusula penal alcance el monto equivalente al 25% (veinticinco por ciento) del total adjudicado, se considerará que el contratista incurre en incumplimiento, por lo que se procederá de conformidad con lo dispuesto en el artículo 48 del R.L.C.A.

11.6 Esta Superintendencia aplicará lo establecido en los artículos 99 y 100 de la Ley de Contratación administrativa y 215 de su respectivo Reglamento, sancionando o inhabilitando a la empresa adjudicada, según corresponda en caso de incumplimiento por parte del adjudicatario.

11.7 Para el acuerdo de servicio se utilizará lo especificado por Microsoft como proveedor del servicio, según los documentos adjuntos en el **anexo 1**

OnlineSvcsConsolidatedSLA(WW)(English)(June272016)(CR)
MicrosoftOnlineServicesTerms(English)(July2016)(cr)

Aplicando las multas especificadas en los mismos en el siguiente pago anual.
Para el tercer año las multas se aplicarían contra la garantía de cumplimiento.

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12. FORMALIZACIÓN DE LA LICITACIÓN

12.1. Los documentos de formalización son los siguientes:

a. Las disposiciones legales y reglamentarias que lo afectan.
b. El cartel de la contratación respectiva.
c. La oferta y sus complementos.
d. El oficio o publicación de adjudicación.
e. La orden de compra o contrato, según corresponda.

Es importante aclarar que, si la Administración decide respaldar la licitación, por medio de orden de compra, no será necesario confeccionar un contrato.

12.2. Es deber del contratista el cumplir con las obligaciones laborales y de seguridad social, teniéndose su inobservancia como incumplimiento del contrato y causal de resolución contractual. Para ello, durante la ejecución del contrato, el Administrador de la Contratación le solicitará periódicamente y en cualquier momento, la constancia de estar al día con dichas obligaciones.

12.3. La SUTEL notificará, oportunamente, en caso que corresponda al adjudicatario la fecha señalada para la firma del contrato.

12.4. En caso de considerarlo necesario, la SUTEL podrá modificar aumentar o disminuir el objeto del contrato hasta en un 50 %, de conformidad con lo establecido en los artículos 200 y 201 del Reglamento a la Ley de Contratación Administrativa.

12.5. De acuerdo con lo dispuesto en el Reglamento sobre refrendo y sus modificaciones de las contrataciones de la Administración Pública, la SUTEL someterá a aprobación interna o visto bueno de la Unidad de Coordinación Jurídica adscrita al Consejo de la SUTEL o de la Comisión nombrada al efecto mediante acuerdo del Consejo, el contrato, en caso que corresponda, que se llegue a formalizar por el presente procedimiento de contratación administrativa.

12.6. La eficacia de las contrataciones y la emisión de las respectivas órdenes de servicio, quedarán sujetas a la aprobación de los contratos por parte de la Unidad Jurídica adscrita al Consejo de la SUTEL. La inexistencia o denegación de la aprobación, impedirá la eficacia jurídica del contrato y su ejecución quedará

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prohibida sin perjuicio ni responsabilidad para ninguna de las partes.

12.7. Para efectos de facilitar los trámites de aprobación legal interna, se deberá indicar desde la oferta el nombre y las calidades de la persona facultada para la firma del contrato correspondiente; una vez adjudicado presentar el poder que le acredite para tal hecho.

13. RECURSOS PRESUPUESTARIOS, FORMA DE PAGO Y ESPECIES FISCALES

13.1. Aplicando el artículo 34 del R.L.C.A, el pago se realizará con fondos públicos asignados a la SUTEL, dentro de los 30 días naturales, siguientes de presentar la factura en la recepción de la SUTEL, conforme al artículo 34 del R.L.C.A.

13.2. El pago se realizará contra entrega, aprobada por el departamento de tecnologías de información de la SUTEL.

13.3. Para la correcta ejecución, la SUTEL empleará la siguiente forma de pago: Por medio de transferencia electrónica, por lo cual el adjudicatario deberá indicar en su factura, el número de cuenta corriente del Banco Nacional (en colones y dólares) y en caso de no poseer con dicho banco, deberá indicar el número de cuenta cliente (SINPE) (en colones y dólares) y el Banco correspondiente.

13.4. Cualquier retraso o irregularidad en la presentación de las facturas por parte del Adjudicatario, retrasará proporcionalmente el pago, sin que implique responsabilidad alguna para la Administración.

13.5. Si la oferta se hizo en otra moneda diferente del colón, el pago se realizará en dólares o en colones costarricenses al tipo de cambio de venta indicado por el Banco Central de Costa Rica vigente al día de transferencia.

13.6. Esta Superintendencia no asumirá gastos adicionales en los cuales haya incurrido el oferente por un mal cálculo de costos al momento de haber presentado la oferta.

13.7. En caso de que, al momento de presentar las facturas al cobro, el adjudicatario le adeude dinero a la Administración por concepto de cláusula penal prevista;

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ésta podrá ser deducida de los pagos o bien de los saldos pendientes de pago.

13.8. Las facturas originales timbradas o la dispensa respectiva, deberán ser entregadas en la recepción de la SUTEL.

13.9. A la factura a cancelar se le deducirá un 2% por concepto de Impuesto sobre la Renta.

13.10. El contratista deberá cancelar el equivalente al 50% de las especies fiscales que se requieran, el cual es equivale a dos colones con cincuenta céntimos (¢2,50) por cada mil colones (¢1000,00) del valor del contrato en timbres fiscales.

13.11. Para poder confeccionar la orden de compra respectiva o el contrato, deberá el adjudicatario presentar ante el área de Proveeduría el comprobante bancario por pago de Especies Fiscales, el cual lo pueden pagar en el Banco de Costa Rica o en el Banco Crédito Agrícola de Cartago, o bien podrá presentar los Timbres Fiscales por el monto que corresponda aportar y la garantía de cumplimiento correspondiente.

14. RESPONSABLE DE LA SUPERVISIÓN TÉCNICA DE LA CONTRATACIÓN

14.1. El ingeniero Cristopher Fonseca Salazar, será el supervisor técnico por parte de la SUTEL, el cual será el responsable de responder todas las consultas técnicas que surjan en este concurso. Además, el Jefe de Tecnologías de Información, Alexander Herrera, se encargará de verificar la correcta ejecución de esta contratación, por lo cual dará su aprobación de que el servicio se ha recibido a satisfacción, previo al pago correspondiente.

14.2. Todas las consultas técnicas sobre este cartel, deberán presentarse en forma escrita ante el área de Proveeduría, enviándolas al correo electrónico proveeduria@sutel.go.cr o al fax 2215-42-07, mismas que serán trasladas a dicho supervisor, por lo que no se permite que el oferente realice ningún tipo de consulta por teléfono o directamente al supervisor.

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T +506 4000-00-86, F +506 2215-42-07, e-mail: proveeduria@sutel.go.cr
www.sutel.go.cr , Apartado 936-1000, San José – Costa Rica

CONDICIONES TÉCNICAS ESPECÍFICAS

15. DESCRIPCIÓN ESPECIFICA DE L A CONTRATAR:

Línea	Descripción
1	Renovación y Aplicación de productos de Microsoft por Suscripción.

15.1 Especificaciones técnicas mínimas para la solución

15.1.1 Renovación del contrato por suscripción con id de inscripción 82965270 y con programa principal E3216480 y la ampliación de la misma con los siguientes productos: 5 licencias para Kiosko de Exchange y 5 Licencias Power BI Pro.

Para un total de licencias:

Descripción del Producto (Licencia)
155 licencias para Office 365 Plan E3
155 Licencias conexión de Office 365 Plan E3
2 Licencias de Servidor para Sharepoint
20 Licencias de conexión para Sharepoint Enterprise
2 Licencia de Servidor para Microsoft Project Server
26 licencias de Microsoft Project 2013 para Office 365 instancia SUTEL
4 licencias de Microsoft Project 2013 para Office 365 instancia Fonatel
20 licencias de Microsoft Visio 2013 para Office 365
200 Gigas de almacenamiento en Sharepoint Online
20 Licencias de Kioskos de Exchange
5 Licencias Power BI Pro

15.1.2 Todo gasto producto de un cambio o modificación originada por la renovación debe ser cubierto por el adjudicatario.

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15.1.3 De no ser posible realizar una renovación del contrato existente, se debe generar un contrato equivalente de licencias por suscripción de los productos descriptos en el punto 17.1.1.

15.1.4 Este contrato debe tener una vigencia de 3 años, con pagos anuales.

15.1.5 La oferta debe incluir cualquier otra licencia necesaria para el correcto uso de los sistemas listados.

15.1.6 Se debe manejar este contrato como un EAS (Enterprise Agreement Subscription).

16. REQUISITOS DE ADMISIBILIDAD

16.1. El oferente deberá indicar si cumple con cada una de las características en el punto 15, incluyendo en su oferta una tabla que permita rápidamente verificar cada uno los elementos.

16.2. Se debe presentar un desglose de costos de cada una de las licencias y su costo anual.

16.3. El oferente debe incluir dentro de la cotización todos los costos necesarios para dejar funcionando correctamente los servicios.

16.4. Cualquier dispositivo adicional, ya sea de software o hardware, o cualquier otro componente necesario para el correcto funcionamiento del servicio debe ser cotizado por el oferente.

16.5. Los oferentes deben presentar una carta firmada por Microsoft donde los autorice para venderle a SUTEL este tipo de licenciamiento.

16.6. Se deberá contar con al menos la siguiente experiencia:

- Deberá acreditar que hace 3 años, ha realizado al menos 7 contratos empresariales (EA) activos y deberá haber realizado al menos un contrato EAS (Enterprise Agreement Subscription) con Office 365.

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-Se deben presentar cartas de recomendación/satisfacción de las empresas a las que se les haya prestado el servicio o una declaración jurada autenticada con la lista de las empresas a las que se le haya brindado ese servicio.

17. METODOLOGÍA DE EVALUACIÓN Y ADJUDICACIÓN

17.1 El oferente deberá incluir toda la información necesaria para la correcta evaluación de la oferta. Serán excluidas aquellas ofertas que se aparten de lo solicitado de forma tal que haga imposible armonizarlas con las estipulaciones de esta contratación.

17.2 Una vez determinado que las ofertas cumplen con los aspectos legales generales y técnicos y que son admisibles para una eventual adjudicación, se tendrá como adjudicada la oferta que obtenga el mayor puntaje de todos los oferentes que participen y en caso de empate en puntos entre dos o más oferentes, se adjudicará sobre aquella que ofrezca el menor precio y en caso de persistir el empate , sobre aquella que ofrezca el menor plazo de entrega y de continuar el empate, se definirá por medio de suerte (Art. 55 del R.L.C.A).

17.3 Los elementos que serán tomados en consideración para la evaluación de las ofertas para cada equipo y el porcentaje de valoración correspondiente serán los siguientes. De conformidad con lo indicado en el artículo 55 del Reglamento a la Ley de Contratación Administrativa.

17.4 Se procederá a realizar la calificación de cada oferta, se requiere se presente un precio desglosado por cada componente y el precio total de la oferta.

17.5 Valoración y comparación de las ofertas:

La adjudicación de este concurso recaerá en aquella oferta que resulte más ventajosa para (SUTEL) y que cumpla con las especificaciones del cartel. Para la valoración se tomará en cuenta los siguientes aspectos:

FACTOR DE EVALUACIÓN	Puntos
Precio de la oferta	100%
TOTAL GENERAL	100%

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PRECIO DE LA OFERTA (Precio) (100 puntos)

Se calificará con 100 puntos a la oferta que presente el menor precio por este concepto,

$$\frac{\text{Oferta Menor Precio}}{\text{Oferta a Analizar}} \times (100) = \text{Puntos Obtenidos}$$

Notas importantes

Cualquier condición no prevista en el presente cartel, se regirá de conformidad con las disposiciones pertinentes de la Ley de Contratación Administrativa, su Reglamento y leyes conexas que sean aplicables.

Los oferentes que participen y no revisen diariamente el link http://sutel.go.cr/proveeduria/contrataciones-vigentes lo harán bajo su propio riesgo y responsabilidad de no ser notificados de cualquier aclaración o modificación que se realice al cartel, ya que ese es el medio oficial que utilizará la Institución para notificar.

Juan Carlos Sáenz
Jefe de Proveeduría

Mario Luis Campos Ramírez
Director General de Operaciones

Alexander Herrera C
Jefe de Tecnologías de la Información

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ANEXO 1

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Service Level Agreement for Microsoft Online Services
August 1, 2016

Microsoft

Table of Contents

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

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

Clarifications and Summary of Changes to this Document

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

Additions	Deletions
Azure Security Center	
Logic Apps	
Windows Desktop Operating System	

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.

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. 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;
4. 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;
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 otherwise resulting from your failure to follow appropriate security practices;
6. 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;
7. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
8. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior;
9. Due to your use of Service features that are outside of associated Support Windows; or
10. 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."

Service Specific Terms

Microsoft Dynamics

Microsoft Dynamics AX

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 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:

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

Service Credit:

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

Microsoft Dynamics CRM

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:

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

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:

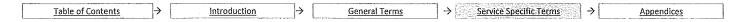| Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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:

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

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.

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.

Exchange Online

Downtime: Any period of time when users are unable to send or receive email with Outlook Web Access.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using 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.

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.

Exchange Online Archiving

Downtime: Any period of time when users are unable to access the email messages stored in their archive.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using 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.

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.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using 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.

Service Credit:

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

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

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

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Office 365 Business

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

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

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

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.

Service Credit:

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

Office 365 Customer Lockbox

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

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

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

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 ring 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%

Office 365 ProPlus

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

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

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

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.

Service Credit:

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

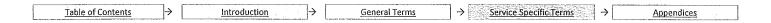## Office Online

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:

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

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.

Service Credit:

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

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:

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

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.

Service Level Commitment:

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

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:

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

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.
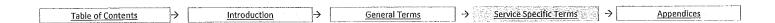
Service Credit:

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

Project Online

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

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

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

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.

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.

ɔnthly Uptime Percentage: The Monthly Uptime Percentage is calculated using 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.

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]

ɔnthly Uptime Percentage: The Monthly Uptime Percentage is calculated using 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.

Service Credit:

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

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

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Skype for Business Online – PSTN Calling and PSTN Conferencing

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

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using 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.

Service Credit:

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

Skype for Business Online – Voice Quality

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

Additional Definitions:
"Eligible Call" is a Skype for Business placed call (within a subscription) that meets both conditions below:
- The call was placed from a Skype for Business Certified IP Desk phones on wired Ethernet
- Packet Loss, Jitter and Latency issues on the call were due to networks managed by Microsoft.

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

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

$$\frac{Total\ Calls\ -\ Poor\ Quality\ Calls}{Total\ Calls}\ x\ 100$$

Service Credit:

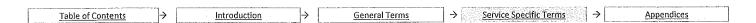| Monthly Good Call Rate	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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:

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

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.

Service Credit:

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

Enterprise Mobility Services

Azure Active Directory Basic

Downtime: Any period of time when users are not able to log in to the service, log in to the Access Panel, access applications on the Access Panel and reset passwords; or any period of time IT administrators are not able to create, read, write and delete entries in the directory and/or provision/de-provision users to applications in the directory.

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

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

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.

Service Credit:

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

Azure Active Directory B2C

Additional Definitions:
"Deployment Minutes" is the total number of minutes for which an Azure AD B2C directory has been deployed during a billing month.
"Maximum Available Minutes" is the sum of all Deployment Minutes across all Azure AD B2C directories in a given Microsoft Azure subscription during a billing month.

Downtime: is the total accumulated minutes across all Azure AD B2C directories deployed by Customer in a given Microsoft Azure subscription during which the Azure AD B2C service is unavailable. A minute is considered unavailable if either all attempts to process user sign-up, sign-in, profile editing, password reset and multi-factor authentication requests, or all attempts by developers to create, read, write and delete entries in a directory, fails to return tokens or valid Error Codes, or do not return responses within two minutes.

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

$$\frac{Maximum\ Available\ Minutes\ -\ Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit:

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

Service Level Exceptions: No SLA is provided for the Free tier of Azure Active Directory B2C.

Azure Active Directory Premium

Downtime: Any period of time when users are not able to log in to the service, log in to the Access Panel, access applications on the Access Panel and reset passwords; or any period of time IT administrators are not able to create, read, write and delete entries in the directory and/or provision/de-provision users to applications in the directory.

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

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

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.

Service Credit:

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

Azure Rights Management Premium

Downtime: Any period of time when end users cannot create or consume IRM documents and email.

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

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

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.

Service Credit:

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

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:

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

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.

Service Credit:

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

Monthly Uptime Percentage	Service Credit
< 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.

Microsoft Azure Services

API Management Services

Additional Definitions:
"Deployment Minutes" is the total number of minutes that a given API Management instance has been deployed in Microsoft Azure during a billing month.
"Maximum Available Minutes" is the sum of all Deployment Minutes across all API Management instances deployed by you in a given Microsoft Azure subscription during a billing month.
   :oxy" is the component of the API Management Service responsible for receiving API requests and forwarding them to the configured dependent API.

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

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

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

Service Credit for Standard Tier:

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

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

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

App Service

Additional Definitions:
"App" is an API App, Logic App, Web App or Mobile App deployed by Customer within the App Service, excluding web apps in the Free and Shared tiers.
"Deployment Minutes" is the total number of minutes that a given App has been set to running in Microsoft Azure during a billing month. Deployment Minutes is measured from when the App was created or the Customer initiated an action that would result in running the App to the time the Customer initiated an action that would result in stopping or deleting the App.
"Maximum Available Minutes" is the sum of all Deployment Minutes across all Apps deployed by Customer in a given Microsoft Azure subscription during a billing month

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

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

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

Service Credit:

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

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

Application Gateway

Additional Definitions:
"Application Gateway Cloud Service" refers to a collection of one or more Application Gateway instances configured to perform HTTP load balancing services.
"Maximum Available Minutes" is the total accumulated minutes during a billing month during which an Application Gateway Cloud Service comprising two or more medium or larger Application Gateway instances has been deployed in a Microsoft Azure subscription.

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

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

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

Service Credit:

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

Automation Service – Desired State Configuration (DSC)

Additional Definitions:
"Deployment Minutes" is the total number of minutes that a given Automation account has been deployed in Microsoft Azure during a billing month.
"DSC Agent Service" is the component of the Automation Service responsible for receiving and responding to pull, registration, and reporting requests from DSC nodes.
"Maximum Available Minutes" is the sum of all Deployment Minutes across all Automation accounts deployed in a given Microsoft Azure subscription during a billing month

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

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

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

Service Credit:

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

Automation Service – Process Automation

Additional Definitions:

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

"**Job**" means the execution of a Runbook.

"**Planned Start Time**" is a time at which a Job is scheduled to begin executing.

"**Runbook**" means a set of actions specified by you to execute within Microsoft Azure.

"ɔtal Jobs" is the total number of Jobs scheduled for execution during a given billing month, for a given Microsoft Azure subscription.

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

$$\frac{Total\ Jobs\ -\ Delayed\ Jobs}{Total\ Jobs}\ x\ 100$$

Service Credit:

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

Azure Security Center

Additional Definitions:

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

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

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

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

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

$$\frac{Maximum\ Available\ Minutes\ -\ Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

Service Credit:

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

Batch Service

Additional Definitions:

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

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

"Excluded Requests" are requests within Total Requests that result in an HTTP 4xx status code, other than an HTTP 408 status code.

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

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

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

$$100\% - Average\ Error\ Rate$$

Service Credit:

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

Backup Service

Additional Definitions:

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

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

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

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

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

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

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

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

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

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

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

Service Credit:

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

BizTalk Services

Additional Definitions:

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

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

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

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

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

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

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

Service Credit:

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

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

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

Cache Services

Additional Definitions:

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

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

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

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

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

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

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

Service Credit:

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

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

CDN Service

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

You must select a set of agents from the measurement system's list of standard agents that are generally available and represent at least five geographically diverse locations in major worldwide metropolitan areas (excluding PR of China).

Measurement System tests (frequency of at least one test per hour per agent) will be configured to perform one HTTP GET operation according to the model below:
1. A test file will be placed on your origin (e.g., Azure Storage account).
2. The GET operation will retrieve the file through the CDN Service, by requesting the object from the appropriate Microsoft Azure domain name hostname.
3. The test file will meet the following criteria:
    i. The test object will allow caching by including explicit "Cache-control: public" headers, or lack of "Cache-Control: private" header.
    ii. The test object will be a file at least 50KB in size and no larger than 1MB.
    iii. Raw data will be trimmed to eliminate any measurements that came from an agent experiencing technical problems during the measurement period.

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

Service Credit:

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

Cloud Services

Additional Definitions:
"Cloud Services" refers to a set of compute resources utilized for Web and Worker Roles.
"Maximum Available Minutes" is the total accumulated minutes during a billing month for all Internet facing roles that have two or more instances deployed in different Update Domains. Maximum Available Minutes is measured from when the Tenant has been deployed and its associated roles have been started resultant from action initiated by you to the time you have initiated an action that would result in stopping or deleting the Tenant.
"Tenant" represents one or more roles each consisting of one or more role instances that are deployed in a single package.
"Update Domain" refers to a set of Microsoft Azure instances to which platform updates are concurrently applied.
"Web Role" is a Cloud Services component run in the Azure execution environment that is customized for web application programming as supported by IIS and ASP.NET.
"Worker Role" is a Cloud Services component run in the Azure execution environment that is useful for generalized development, and may perform background processing for a Web Role.

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

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

$$\frac{Maximum\ Available\ Minutes - Downtime}{Maximum\ Available\ Minutes} \ x\ 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%

Monthly Uptime Percentage	Service Credit
< 99%	25%

Data Catalog

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

"Entries" means any catalog object registration in the Data Catalog (such as a table, view, measure, cluster or report).
"Maximum Available Minutes" is the sum of all Deployment Minutes for the Data Catalog associated with a given Microsoft Azure subscription during a billing month.

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

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

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

Service Credit:

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

Data Factory – Activity Runs

Additional Definitions:
"Activity Run" means the execution or attempted execution of an activity
"Delayed Activity Runs" is the total number of attempted Activity Runs in which an activity fails to begin executing within four (4) minutes after the time at which it is scheduled for execution and all dependencies that are prerequisite to execution have been satisfied.
"Total Activity Runs" is the total number of Activity Runs attempted during in a billing month for a given Microsoft Azure Subscription.

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

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

Service Credit:

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

Data Factory – API Calls

Additional Definitions:
"Excluded Requests" is the set of requests within Total Requests that result in an HTTP 4xx status code, other than an HTTP 408 status code.
"Failed Requests" is the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code or otherwise fail to return a Success Code within two minutes.
"Resources" means pipelines, data sets, and linked services created within a Data Factory.
"Total Requests" is the set of all requests, other than Excluded Requests, to perform operations against Resources within active pipelines during a billing month for a given Microsoft Azure subscription.

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

$$\frac{Total\ Requests - Failed\ Requests}{Total\ Requests}\ x\ 100$$

Service Credit:

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

DocumentDB

Additional Definitions:

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

"**Database Account**" is a DocumentDB account containing one or more databases.

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

"**Excluded Requests**" are requests within Total Requests that result in an HTTP 4xx status code, other than an HTTP 408 status code.

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

"**Resource**" is a set of URI addressable entities associated with a Database Account.

"**Total Request**" is the set of all requests, other than Excluded Requests, to perform operations issued against Resources attempted within a one-hour interval within a given Azure subscription during a billing month.

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

$$100\% - Average\ Error\ Rate$$

Service Credit:

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

ExpressRoute

Additional Definitions:

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

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

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

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

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

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

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

Service Credit:

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

Additional Terms: Monthly Uptime Percentage and Service Credits are calculated for each Dedicated Circuit used by you.

HDInsight

Additional Definitions:

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

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

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

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

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

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

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

Service Credit:

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

HockeyApp

Additional Definitions:

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

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

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

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

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

Service Credit:

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

IoT hub

Additional Definitions:

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

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

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

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

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

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

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

Service Credit:

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

Key Vault

Additional Definitions:

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

"**Excluded Transactions**" are transactions for creating, updating, or deleting key vaults, keys, or secrets.

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

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

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

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

Service Credit:

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

Log Analytics

Additional Definitions:
"Batch" means a group of Log Data entries that are either uploaded to the Log Analytics Service or read from storage by the Log Analytics Service within a given period of time. Batches queued for indexing are displayed in the usage section of the Management Portal.
"Log Data" refers to information regarding a supported event, such as IIS and Windows events, that is logged by a computer and for which the Log Analytics Service has been configured to be processed by the Service index.
"Delayed Batches" is the total number of Batches within Total Queued Batches that fail to complete indexing within six hours of the Batch being queued.
"Total Queued Batches" is the total number of Batches queued for indexing by the Log Analytics Service during a given billing month.

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

$$\frac{Total\ Queued\ Batches - Delayed\ Batches}{Total\ Queued\ Batches} \times 100$$

Service Credit:

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

Logic Apps

Additional Definitions:
"Deployment Minutes" is the total number of minutes that a given Logic App has been set to running in Microsoft Azure during a billing month. Deployment Minutes is measured from when the Logic App was created or Customer initiated an action that would result in running the Logic App to the time Customer initiated an action that would result in stopping or deleting the Logic App.
"Maximum Available Minutes" is the sum of all Deployment Minutes across all Logic Apps deployed by Customer in a given Microsoft Azure subscription during a billing month.

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

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

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

Service Credit:

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

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

Additional Definitions:

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

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

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

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

Service Credit:

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

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

Machine Learning – Request Response Service (RRS)

Additional Definitions:

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

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

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

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

Service Credit:

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

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

Media Services – Content Protection Service

Additional Definitions:

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

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

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

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

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

Service Credit:

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

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Media Services – Encoding Service

Additional Definitions:

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

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

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

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

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

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

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

Service Credit:

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

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Media Services – Indexer Service

ditional Definitions:

ɛncoding Reserved Unit" means encoding reserved units purchased by the customer in an Azure Media Services account

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

"**Indexer Task**" means a Media Services Task that is configured to index an MP3 input file with a minimum five-minute duration.

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

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

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

Service Credit:

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

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Media Services – Live Channels

Additional Definitions:

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

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

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

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

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

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

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

Service Credit:

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

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Media Services – Streaming Service

Additional Definitions:

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

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

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

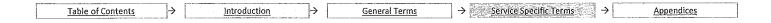"**Media Service Request**" means a request issued to your Media Service.

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

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

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

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

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

Service Credit:

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

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:

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

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.

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.

Mobile Engagement

Additional Definitions:

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

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

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

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

"Mobile Engagement Application" is an Azure Mobile Engagement service instance.

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

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

$$100\% - Average\ Error\ Rate$$

Service Credit:

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

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

Mobile Services

Additional Definitions:

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

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

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

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

Service Credit:

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

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

Multi-Factor Authentication Service

Additional Definitions:

"Deployment Minutes" is the total number of minutes that a given Multi-Factor Authentication provider has been deployed in Microsoft Azure during a billing month.

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

Downtime: The total accumulated Deployment Minutes, across all Multi-Factor Authentication providers deployed by you in a given Microsoft Azure subscription, during which the Multi-Factor Authentication Service is unable to receive or process authentication requests for the Multi-Factor Authentication provider.

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

$$\frac{Maximum\ Available\ Minutes - Downtime}{Maximum\ Available\ Minutes} \ x\ 100$$

Service Credit:

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

RemoteApp

Additional Definitions:

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

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

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

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

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

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

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

Service Credit:

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

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

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Scheduler

Additional Definitions:

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

"`anned Execution Time**" is a time at which a Scheduled Job is scheduled to begin executing.

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

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

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

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

Service Credit:

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

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Search

.ditional Definitions:

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

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

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

"**Failed Requests**" is the set of all requests within Total Requests that fail to return either a Success Code or HTTP 4xx response.
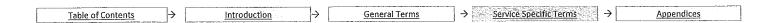
"**Replica**" is a copy of a search index within a Search Service Instance.

"**Search Service Instance**" is an Azure Search service instance containing one or more search indexes.

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

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

$$100\% - Average\ Error\ Rate$$

Service Credit:

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

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

Service-Bus Service – Event Hubs

Additional Definitions:

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

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

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

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

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

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

Service Credit:

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

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

Service-Bus Service – Notification Hubs

Additional Definitions:

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

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

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

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

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

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%

Monthly Uptime Percentage	Service Credit
< 99%	25%

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

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Service-Bus Service – Queues and Topics

Additional Definitions:
"Deployment Minutes" is the total number of minutes that a given Queue or Topic has been deployed in Microsoft Azure during a billing month.
"Maximum Available Minutes" is the sum of all Deployment Minutes across all Queues and Topics deployed by you in a given Microsoft Azure subscription during a billing month.
"Message" refers to any user-defined content sent or received through Service Bus Relays, Queues, Topics, or Notification Hubs, using any protocol supported by Service Bus.

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

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

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

Service Credit:

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

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Service-Bus Service – Relays

Additional Definitions:
"Deployment Minutes" is the total number of minutes that a given Relay has been deployed in Microsoft Azure during a billing month.
"Maximum Available Minutes" is the sum of all Deployment Minutes across all Relays deployed by you in a given Microsoft Azure subscription ring a billing month.

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

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

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

Service Credit:

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

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Site Recovery Service – On-Premises-to-Azure

Additional Definitions:

"**Failover**" is the process of transferring control, either simulated or actual, of a Protected Instance from a primary site to a secondary site.

"**On-Premises-to-Azure Failover**" is the Failover of a Protected Instance from a non-Azure primary site to an Azure secondary site. You may designate a particular Azure datacenter as a secondary site, provided that if Failover to the designated datacenter is not possible, Microsoft may replicate to a different datacenter in the same region.

"**Protected Instance**" refers to a virtual or physical machine configured for replication by the Site Recovery Service from a primary site to a secondary site. Protected Instances are enumerated in the Protected Items tab in the Recovery Services section of the Management Portal.

"**Recovery Time Objective (RTO)**" means the period of time beginning when you initiate a Failover of a Protected Instance experiencing either a planned or unplanned outage for On-Premises-to-Azure replication to the time when the Protected Instance is running as a virtual machine in Microsoft Azure, excluding any time associated with manual action or the execution of your scripts.

Monthly Recovery Time Objective: The Monthly Recovery Time Objective for a specific Protected Instance configured for On-Premises-to-Azure replication in a given billing month is four hours for an unencrypted Protected Instance and six hours for an encrypted Protected Instance. One hour will be added to the monthly Recovery Time Objective for each additional 25GB over the initial 100GB Protected Instance size.

Service Credit (Assuming Protected Instance of 100GB, or less):

Protected Instance	Monthly Recovery Time Objective	Service Credit
Unencrypted	> 4 hours	100%
Encrypted	> 6 hours	100%

Additional Terms: Monthly Recovery Time Objective and Service Credits are calculated for each Protected Instance used by you.

Site Recovery Service – On-Premises-to-On-Premises

Additional Definitions:

"**Failover**" is the process of transferring control, either simulated or actual, of a Protected Instance from a primary site to a secondary site.

"**Failover Minutes**" is the total number of minutes in a billing month during which a Failover of a Protected Instance configured for On-Premises-to-On-Premises replication has been attempted but not completed.

"**Maximum Available Minutes**" is the total number of minutes that a given Protected Instance has been configured for On-Premises-to-On-Premises replication by the Site Recovery Service during a billing month.

"**On-Premises-to-On-Premises Failover**" is the Failover of a Protected Instance from a non-Azure primary site to a non-Azure secondary site.

"**Protected Instance**" refers to a virtual or physical machine configured for replication by the Site Recovery Service from a primary site to a secondary site. Protected Instances are enumerated in the Protected Items tab in the Recovery Services section of the Management Portal.

Downtime: The total accumulated Failover Minutes in which the Failover of a Protected Instance is unsuccessful due to unavailability of the Site Recovery Service, provided that retries are continually attempted no less frequently than once every thirty minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:
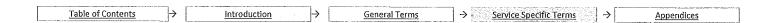
$$\frac{Maximum\ Available\ Minutes - Downtime}{Maximum\ Available\ Minutes} \times 100$$

Service Credit:

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

Additional Terms: Monthly Recovery Time Objective and Service Credits are calculated for each Protected Instance used by you.

SQL Data Warehouse Database

Additional Definitions:
"**Database**" means any SQL Data Warehouse Database.
"**Maximum Available Minutes**" is the total number of minutes that a given Database has been deployed in Microsoft Azure during a billing month in a given Microsoft Azure subscription.
"**Client Operations**" is the set of all documented operations supported by SQL Data Warehouse.

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

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

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

Service Credit:

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

SQL Database Service (Basic, Standard and Premium Tiers)

Additional Definitions:
"**Database**" means any single or elastic Basic, Standard, or Premium Microsoft Azure SQL Database.
"**Maximum Available Minutes**" is the total number of minutes that a given Database has been deployed in in Microsoft Azure during a billing month in a given Microsoft Azure subscription.

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

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

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

Service Credit:

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

SQL Database Service (Web and Business Tiers)

Additional Definitions:
"**Database**" means any Web or Business Microsoft Azure SQL Database.
"**Deployment Minutes**" is the total number of minutes that a given Web or Business Database has been deployed in Microsoft Azure during a billing month.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Web and Business Databases for a given Microsoft Azure subscription during a billing month.

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

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

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

Service Credit:

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

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SQL Server Stretch Database

Additional Definitions:

"Database" means one instance of SQL Server Stretch Database.

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

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

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

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

Service Credit:

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

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Storage Service

Additional Definitions:

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

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

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

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

"Error Rate" is the total number of Failed Storage Transactions divided by the Total Storage Transactions during a set time interval (currently set at one hour). If the Total Storage Transactions in a given one-hour interval is zero, the error rate for that interval is 0%.

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

Request Types	Maximum Processing Time
PutBlob and GetBlob (includes blocks and pages) Get Valid Page Blob Ranges	Two (2) seconds multiplied by the number of MBs transferred in the course of processing the request

Request Types	Maximum Processing Time
Copy Blob	Ninety (90) seconds (where the source and destination blobs are within the same storage account)
PutBlockList GetBlockList	Sixty (60) seconds
Table Query List Operations	Ten (10) seconds (to complete processing or return a continuation)
Batch Table Operations	Thirty (30) seconds
All Single Entity Table Operations All other Blob and Message Operations	Two (2) seconds

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

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

eo Replication Lag" for GRS and RA-GRS Accounts is the time it takes for data stored in the Primary Region of the storage account to replicate to the Secondary Region of the storage account. Because GRS and RA-GRS Accounts are replicated asynchronously to the Secondary Region, data written to the Primary Region of the storage account will not be immediately available in the Secondary Region. You can query the Geo Replication Lag for a storage account, but Microsoft does not provide any guarantees as to the length of any Geo Replication Lag under this SLA.

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

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

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

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

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

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

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

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

$$100\% - Average\ Error\ Rate$$

Service Credit – LRS, ZRS, GRS and RA-GRS (write requests) Accounts:

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

Service Credit – RA-GRS (read requests) Accounts:

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

Service Credit – LRS, GRS and RA-GRS (write requests) Blob Storage Accounts (Cool Access Tier):

Monthly Uptime Percentage	Service Credit
< 99%	10%
< 98%	25%

Service Credit – RA-GRS (read requests) Blob Storage Accounts (Cool Access Tier):

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 98%	25%

StorSimple Service

Additional Definitions:

"**Backup**" is the process of backing up data stored on a registered StorSimple device to one or more associated cloud storage accounts within Microsoft Azure.

"**Cloud Tiering**" is the process of transferring data from a registered StorSimple device to one or more associated cloud storage accounts within Microsoft Azure.

"**Deployment Minutes**" is the total number of minutes during which a Managed Item has been configured for Backup or Cloud Tiering to a StorSimple storage account in Microsoft Azure.

"**Failure**" means the inability to fully complete a properly configured Backup, Tiering, or Restoring operation due to unavailability of the StorSimple Service.

"**Managed Item**" refers to a volume that has been configured to Backup to the cloud storage accounts using the StorSimple Service.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Managed Items for a given Microsoft Azure subscription during a billing month.

"**Restoring**" is the process of copying data to a registered StorSimple device from its associated cloud storage account(s).

Downtime: The total accumulated Deployment Minutes across all Managed Items configured for Backup or Cloud Tiering by you in a given Microsoft Azure subscription during which the StorSimple Service is unavailable for the Managed Item. The StorSimple Service is considered unavailable for a given Managed Item from the first Failure of a Backup, Cloud Tiering, or Restoring operation with respect to the Managed Item until the initiation of a successful Backup, Cloud Tiering, or Restoring operation of the Managed Item, provided that retries are continually attempted no less frequently than once every thirty minutes.

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

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

Service Credit:

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

Stream Analytics – API Calls

Additional Definitions:

"**Total Transaction Attempts**" is the total number of authenticated REST API requests to manage a streaming job within the Stream Analytics Service by Customer during a billing month for a given Microsoft Azure subscription.

"**Failed Transactions**" is the set of all requests within Total Transaction Attempts that return an Error Code or otherwise do not return a Success Code within five minutes from Microsoft's receipt of the request.

"**Monthly Uptime Percentage**" for API calls within the Stream Analytics Service is represented by the following formula:

$$Monthly\ Uptime\ \% = \frac{Total\ Transaction\ Attempts - Failed\ Transactions}{Total\ Transaction\ Attempts}$$

Service Credit:

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

Stream Analytics – Jobs

Additional Definitions:

"**Deployment Minutes**" is the total number of minutes that a given job has been deployed within the Stream Analytics Service during a billing month.

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

Downtime is the total accumulated Deployment Minutes, across all jobs deployed by Customer in a given Microsoft Azure subscription, during which the job is unavailable. A minute is considered unavailable for a deployed job if the job is neither processing data nor available to process data throughout the minute.

Monthly Uptime Percentage for jobs within the Stream Analytics Service is represented by the following formula:

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

Service Credit:

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

Traffic Manager Service

Additional Definitions:

"**Deployment Minutes**" is the total number of minutes that a given Traffic Manager Profile has been deployed in Microsoft Azure during a billing month.

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

"**Traffic Manager Profile**" or "**Profile**" refers to a deployment of the Traffic Manager Service created by you containing a domain name, endpoints, and other configuration settings, as represented in the Management Portal.

"**Valid DNS Response**" means a DNS response, received from at least one of the Traffic Manager Service name server clusters, to a DNS request for the domain name specified for a given Traffic Manager Profile.

Downtime: The total accumulated Deployment Minutes, across all Profiles deployed by you in a given Microsoft Azure subscription, during which the Profile is unavailable. A minute is considered unavailable for a given Profile if all continual DNS queries for the DNS name specified in the Profile that are made throughout the minute do not result in a Valid DNS Response within two seconds.

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

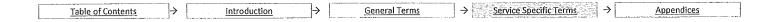$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes} \times 100$$

Service Credit:

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

Virtual Machines

Additional Definitions:

"Availability Set" refers to two or more Virtual Machines deployed across different Fault Domains to avoid a single point of failure.

"Fault Domain" is a collection of servers that share common resources such as power and network connectivity.

"Maximum Available Minutes" is the total accumulated minutes during a billing month for all Internet facing Virtual Machines that have two or more instances deployed in the same Availability Set. Maximum Available Minutes is measured from when at least two Virtual Machines in the same Availability Set have both been started resultant from action initiated by you to the time you have initiated an action that would result in stopping or deleting the Virtual Machines.

"Virtual Machine" refers to persistent instance types that can be deployed individually or as part of an Availability Set.

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

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

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

Service Credit:

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

VPN Gateway

Additional Definitions:

"Maximum Available Minutes" is the total accumulated minutes during a billing month which a given VPN Gateway has been deployed in a Microsoft Azure subscription.

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

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

Downtime: Is the total accumulated Maximum Available Minutes during which a VPN Gateway is unavailable. A minute is considered unavailable if all attempts to connect to the VPN Gateway within a thirty-second window within the minute are unsuccessful.

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

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

Basic Gateway for VPN or ExpressRoute Service Credit:

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

Standard Gateway for VPN or ExpressRoute / High Performance Gateway for VPN or ExpressRoute Service Credit:

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

Visual Studio Online – Build Service

Additional Definitions:

"**Build Service**" is a feature that allows customers to build their applications in Visual Studio Online.

"**Maximum Available Minutes**" is the total number of minutes for which the paid Build Service has been enabled for a given Microsoft Azure subscription during a billing month.

Downtime: The total accumulated minutes for a given Microsoft Azure subscription during which the Build Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the Build Service to perform operations initiated by you throughout the minute either result in an Error Code or do not return a response.

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

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

Service Credit:

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

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Visual Studio Online – Load Testing Service

Additional Definitions:

"**Load Testing Service**" is a feature that allows customers to generate automated tasks to test the performance and scalability of applications.

"**Maximum Available Minutes**" is the total number of minutes for which the paid Load Testing Service has been enabled for a given Microsoft Azure subscription during a billing month.

Downtime: The total accumulated minutes for a given Microsoft Azure subscription during which the Load Testing Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the Load Testing Service to perform operations initiated by you throughout the minute either result in an Error Code or do not return a response.

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

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

Service Credit:

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

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Visual Studio Online – User Plans Service

Additional Definitions:

"**Build Service**" is a feature that allows customers to build their applications in Visual Studio Online.

"**Deployment Minutes**" is the total number of minutes for which a User Plan has been purchased during a billing month.

"**Load Testing Service**" is a feature that allows customers to generate automated tasks to test the performance and scalability of applications.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all User Plans for a given Microsoft Azure subscription during a billing month.

"**User Plan**" refers to the set of features and capabilities selected for a user within a Visual Studio Online account in a Customer subscription. User Plan options and the features and capabilities per User Plan are described on the http://www.visualstudio.com website.

Downtime: The total accumulated Deployment Minutes, across all User Plans for a given Microsoft Azure subscription, during which the User Plan is unavailable. A minute is considered unavailable for a given User Plan if all continuous HTTP requests to perform operations, other than operations pertaining to the Build Service or the Load Testing Service, throughout the minute either result in an Error Code or do not return a response.

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

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

Service Credit:

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

Other Online Services

Bing Maps Enterprise Platform

Downtime: Any period of time when the Service is not available as measured in Microsoft's data centers, provided that you access the Service using the methods of access, authentication and tracking methods documented in the Bing Maps Platform SDKs.

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

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

where Downtime is measured as the total number of minutes during the month when the aspects of the Service set forth 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.

Bing Maps Mobile Asset Management

Downtime: Any period of time when the Service is not available as measured in Microsoft's data centers, provided that you access the Service using the methods of access, authentication and tracking methods documented in the Bing Maps Platform SDKs.

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

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

where Downtime is measured as the total number of minutes during the month when the aspects of the Service set forth 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.

Power BI Embedded

Deployment Minutes: is the total number of minutes for which a given workspace collection has been provisioned during a billing month.

Maximum Available Minutes: is the sum of all Deployment Minutes across all workspace collections provisioned by a customer in a given Microsoft Azure subscription during a billing month.

Downtime: is the total accumulated Deployment Minutes, during which the workspace collection is unavailable. A minute is considered unavailable for a given workspace collection if all continuous attempts within the minute to read or write any portion of Power BI Embedded data result in an Error Code or do not return a response within five minutes.

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

$$\frac{Maximum\ Available\ Minutes\ -\ Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

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.

Service Credit:

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

Power BI Pro

Downtime: Any period of time when users are unable to read or write any portion of Power BI data to which they have appropriate permissions.

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

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

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.

Service Credit:

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

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:

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

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

Service Credit:

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

Windows Desktop Operating System

Additional Definitions:
"Maximum Available Minutes" is the total accumulated minutes during a billing month for Windows ATP portal. Maximum Available Minutes is measured from when the Tenant has been created resultant from successful completion of the on-boarding process.
"Tenant" represents Windows ATP customer specific cloud environment.

Downtime: The total accumulated minutes that are part of Maximum Available Minutes in which the Customer unable to access any portion of a Windows ATP 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:

$$\frac{Maximum\ Available\ Minutes\ -\ Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

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.

Service Credit:

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

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

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%

Online Services Terms
August 1, 2016

Microsoft

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Introduction

Beginning July 1, 2014 these Online Services Terms (OST) replace the Online Services Use Rights (OLSUR). The OST contains terms that apply to Customer's use of Online Services. Separate terms, including different privacy and security terms, govern Customer's use of Non-Microsoft Products (as defined below), as well as other products and services from Microsoft.

Most Online Services offer a Service Level Agreement (SLA). For more information regarding the Online Services SLAs, please refer to http://microsoft.com/licensing/contracts.

Prior Versions

The OST provides terms for Online Services that are currently available. For earlier versions Customer may refer to http://go.microsoft.com/?linkid=9840733 or contact its reseller or Microsoft Account Manager.

Clarifications and Summary of Changes

Additions	Deletions
roject Online Premium	HockeyApp
Windows Desktop Operating System	

General Terms
Regulatory Changes & International Availability: The title of the Regulatory Changes & International Availability section has been renamed Online Services Changes and Availability

Data Processing Terms
Online Services: Microsoft Social Engagement has been added to the Microsoft Dynamics Online Services section of the Online Services table.

Online Service Specific Terms
Microsoft Social Engagement: Sentence added to clarify that Customer Data used in configuring or initiating search queries executed on Customer's behalf may be shared with third parties for purposes of collecting Social Content.
Advance Threat Protection: Office 365 Advance Threat Protection has replaced Advance Threat Protection.
Project Online: Project Online Essentials has replaced Project Lite and Project Online Professional has replaced Project Online.
Skype for Business Online PSTN Services: The PSTN Services Definition, PSTN Service Provider and PSTN Taxes sections have been consolidated into the PSTN Services section.
Microsoft Learning: The Microsoft Learning E Reference Library and Microsoft Learning IT Academy product entries have been consolidated into the Microsoft Learning product entry.

when the Online Service is activated and ends when Customer's right to use the Online Service ends. Customer must uninstall the software when Customer's right to use it ends. Microsoft may disable it at that time.

Validation, Automatic Updates, and Collection for Software
Microsoft may automatically check the version of any of its software. Devices on which the software is installed may periodically provide information to enable Microsoft to verify that the software is properly licensed. This information includes the software version, the end user's user account, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. Customer may only obtain updates or upgrades for the software from Microsoft or authorized sources. By using the software, Customer consents to the transmission of the information described in this section. Microsoft may recommend or download to Customer's devices updates or supplements to this software, with or without notice. Some Online Services may require, or may be enhanced by, the installation of local software (e.g., agents, device management applications) ("Apps"). The Apps may collect data about the use and performance of the Apps, which may be transmitted to Microsoft and used for the purposes described in this OST.

Third-party Software Components
The software may contain third party software components. Unless otherwise disclosed in that software, Microsoft, not the third party, licenses these components to Customer under Microsoft's license terms and notices.

Non-Microsoft Products
Microsoft may make Non-Microsoft Products available to Customer through Customer's use of the Online Services (such as through a store or gallery). If Customer installs or uses any Non-Microsoft Product with an Online Service, Customer may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those expressly included in Customer's volume licensing agreement. For Customer's convenience, Microsoft may include charges for the Non-Microsoft Product as part of Customer's bill for Online Services. Microsoft, however, assumes no responsibility or liability whatsoever for the Non-Microsoft Product. Customer is solely responsible for any Non-Microsoft Product that it installs or uses with an Online Service.

Acceptable Use Policy
Neither Customer, nor those that access an Online Service through Customer, may use an Online Service:
- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to try to gain unauthorized access to or disrupt any service, device, data, account or network;
- to spam or distribute malware;
- in a way that could harm the Online Service or impair anyone else's use of it; or
- in any application or situation where failure of the Online Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

Violation of the terms in this section may result in suspension of the Online Service. Microsoft will suspend the Online Service only to the extent reasonably necessary. Unless Microsoft believes an immediate suspension is required, Microsoft will provide reasonable notice before suspending an Online Service.

Technical Limitations
Customer must comply with, and may not work around, any technical limitations in an Online Service that only allow Customer to use it in certain ways. Customer may not download or otherwise remove copies of software or source code from an Online Service except as explicitly authorized.

Compliance with Laws
Microsoft will comply with all laws and regulations applicable to its provision of the Online Services, including security breach notification law. However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not generally applicable to information technology service providers. Microsoft does not determine whether Customer Data includes information subject to any specific law or regulation. All Security Incidents are subject to the Security Incident Notification terms below.

Customer must comply with all laws and regulations applicable to its use of Online Services, including laws related to privacy, data protection and confidentiality of communications. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls (such as devices enrolled with Microsoft Intune or within a Microsoft Azure customer's virtual machine or application), and for determining whether the Online Services are appropriate for storage and processing of information subject to any specific law or regulation. Customer is responsible for responding to any request from a third party regarding Customer's use of an Online Service, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

Import/Export Services

Customer's use of any Import/Export Service is conditioned upon its compliance with all instructions provided by Microsoft regarding the preparation, treatment and shipment of physical media containing its data ("storage media"). Customer is solely responsible for ensuring the storage media and data are provided in compliance with all laws and regulations. Microsoft has no duty with respect to the storage media and no liability for lost, damaged or destroyed storage media. All storage media shipped to Microsoft must be shipped DAP Microsoft DCS Data Center (INCOTERMS 2010). Storage media shipped to Customer will be shipped DAP Customer Dock (INCOTERMS 2010).

Electronic Notices

Microsoft may provide Customer with information and notices about Online Services electronically, including via email, through the portal for the Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

License Reassignment

Most, but not all, SLs may be reassigned. Except as permitted in this paragraph or in the Online Service-specific Terms, Customer may not reassign an SL on a short-term basis (i.e., within 90 days of the last assignment). Customer may reassign an SL on a short-term basis to cover a user's absence or the unavailability of a device that is out of service. Reassignment of an SL for any other purpose must be permanent. When Customer reassigns an SL from one device or user to another, Customer must block access and remove any related software from the former device or from the former user's device.

Font Components

While Customer uses an Online Service, Customer may use the fonts installed by that Online Service to display and print content. Customer may only embed fonts in content as permitted by the embedding restrictions in the fonts and temporarily download them to a printer or other output device to print content.

Multiplexing

Hardware or software that Customer uses to pool connections; reroute information; reduce the number of devices or users that directly access or use the Online Service (or related software); or reduce the number of OSEs, devices or users the Online Service directly manages (sometimes referred to as "multiplexing" or "pooling") does not reduce the number of licenses of any type (including SLs) that Customer needs.

Privacy and Security Terms

This section of the Online Services Terms has two parts:
- General Privacy and Security Terms, which apply to all Online Services; and
- Data Processing Terms, which are additional commitments for certain Online Services.

General Privacy and Security Terms

Scope
The terms in this section apply to all Online Services except Bing Maps Enterprise Platform, Bing Maps Mobile Asset Management Platform, Translator API, and Parature, from Microsoft, which are governed by the privacy and/or security terms referenced below in the applicable Online Service-specific Terms.

Use of Customer Data
Customer Data will be used only to provide Customer the Online Services including purposes compatible with providing those services. Microsoft will not use Customer Data or derive information from it for any advertising or similar commercial purposes. As between the parties, Customer retains all right, title and interest in and to Customer Data. Microsoft acquires no rights in Customer Data, other than the rights Customer grants to Microsoft to provide the Online Services to Customer. This paragraph does not affect Microsoft's rights in software or services Microsoft licenses to Customer.

Disclosure of Customer Data
Microsoft will not disclose Customer Data outside of Microsoft or its controlled subsidiaries and affiliates except (1) as Customer directs, (2) as described in the OST, or (3) as required by law.

Microsoft will not disclose Customer Data to law enforcement unless required by law. If law enforcement contacts Microsoft with a demand for Customer Data, Microsoft will attempt to redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, Microsoft will promptly notify Customer and provide a copy of the demand unless legally prohibited from doing so.

Upon receipt of any other third party request for Customer Data, Microsoft will promptly notify Customer unless prohibited by law. Microsoft will reject the request unless required by law to comply. If the request is valid, Microsoft will attempt to redirect the third party to request the data directly from Customer.

Microsoft will not provide any third party: (a) direct, indirect, blanket or unfettered access to Customer Data; (b) platform encryption keys used to secure Customer Data or the ability to break such encryption; or (c) access to Customer Data if Microsoft is aware that the data is to be used for purposes other than those stated in the third party's request.

In support of the above, Microsoft may provide Customer's basic contact information to the third party.

Educational Institutions
If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) apply, Microsoft acknowledges that for the purposes of the OST, Microsoft is a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Microsoft agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.

Customer understands that Microsoft may possess limited or no contact information for Customer's students and students' parents. Consequently, Customer will be responsible for obtaining any parental consent for any end user's use of the Online Service that may be required by applicable law and to convey notification on behalf of Microsoft to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Microsoft's possession as may be required under applicable law.

HIPAA Business Associate
If Customer is a "covered entity" or a "business associate" and includes "protected health information" in Customer Data as those terms are defined in 45 CFR § 160.103, execution of Customer's volume licensing agreement includes execution of the HIPAA Business Associate Agreement ("BAA"), the full text of which identifies the Online Services to which it applies and is available at http://aka.ms/BAA. Customer may opt out of the BAA by sending the following information to Microsoft in a written notice (under the terms of the Customer's volume licensing agreement):
- the full legal name of the Customer and any Affiliate that is opting out;
- if Customer has multiple volume licensing agreements, the volume licensing agreement to which the opt out applies.

Security
Microsoft is committed to helping protect the security of Customer's information. Microsoft has implemented and will maintain and follow appropriate technical and organizational measures intended to protect Customer Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

Security Incident Notification
If Microsoft becomes aware of any unlawful access to any Customer Data stored on Microsoft's equipment or in Microsoft's facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Data (each a "Security Incident"), Microsoft will promptly (1) notify Customer of the Security Incident; (2) investigate the Security Incident and provide Customer with detailed information about the Security Incident; and (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

Notification(s) of Security Incidents will be delivered to one or more of Customer's administrators by any means Microsoft selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information on each applicable Online Services portal. Microsoft's obligation to report or respond to a Security Incident under this section is not an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.

Customer must notify Microsoft promptly about any possible misuse of its accounts or authentication credentials or any security incident related to an Online Service.

Location of Data Processing
Except as described elsewhere in the OST, Customer Data that Microsoft processes on Customer's behalf may be transferred to, and stored and processed in, the United States or any other country in which Microsoft or its affiliates or subcontractors maintain facilities. Customer appoints Microsoft to perform any such transfer of Customer Data to any such country and to store and process Customer Data in order to provide the Online Services. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

Preview Releases
Microsoft may offer preview, beta or other pre-release features, data center locations, and services ("Previews") for optional evaluation. Previews may employ lesser or different privacy and security measures than those typically present in the Online Services. Unless otherwise provided, Previews are not included in the SLA for the corresponding Online Service.

Use of Subcontractors
Microsoft may hire subcontractors to provide services on its behalf. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations in the OST. Customer has previously consented to Microsoft's transfer of Customer Data to subcontractors as described in the OST.

How to Contact Microsoft
If Customer believes that Microsoft is not adhering to its privacy or security commitments, Customer may contact customer support or use Microsoft's Privacy web form, located at http://go.microsoft.com/?linkid=9846224. Microsoft's mailing address is:

Microsoft Enterprise Service Privacy
Microsoft Corporation
One Microsoft Way
Redmond, Washington 98052 USA

Microsoft Ireland Operations Limited is Microsoft's data protection representative for the European Economic Area and Switzerland. The privacy representative of Microsoft Ireland Operations Limited can be reached at the following address:

Microsoft Ireland Operations, Ltd.
Attn: Data Protection
Carmenhall Road
Sandyford, Dublin 18, Ireland

Data Processing Terms

The Data Processing Terms (DPT) include the terms in this section.

The Data Processing Terms also include the "Standard Contractual Clauses," pursuant to the European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under the EU Data Protection Directive. The Standard Contractual Clauses are in Attachment 3. In addition,
- Execution of the volume licensing agreement includes execution of Attachment 3, which is countersigned by Microsoft Corporation;
- The terms in Customer's volume licensing agreement, including the DPT, constitute a data processing agreement under which Microsoft is the data processor; and
- The DPT control over any inconsistent or conflicting provision in Customer's volume licensing agreement and, for each subscription, will remain in full force and effect until all of the related Customer Data is deleted from Microsoft's systems in accordance with the DPT.

Customer may opt out of the "Standard Contractual Clauses" or the Data Processing Terms in their entirety. To opt out, Customer must send the following information to Microsoft in a written notice (under terms of the Customer's volume licensing agreement):
- the full legal name of the Customer and any Affiliate that is opting out;
- if Customer has multiple volume licensing agreements, the volume licensing agreement to which the Opt Out applies;
- if opting out of the entire DPT, a statement that Customer (or Affiliate) opts out of the entirety of the Data Processing Terms; and
- if opting out of only the Standard Contractual Clauses, a statement that Customer (or Affiliate) opts out of the Standard Contractual Clauses only.

In countries where regulatory approval is required for use of the Standard Contractual Clauses, the Standard Contractual Clauses cannot be relied upon under European Commission 2010/87/EU (of February 2010) to legitimize export of data from the country, unless Customer has the required regulatory approval.
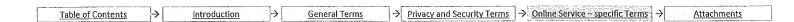
In the DPT, the term "Online Services" applies only to the services in the table below, excluding any Previews, and "Customer Data" includes only Customer Data that is provided through use of those Online Services.

Online Services	
Microsoft Dynamics Online Services	The following services: Microsoft Dynamics CRM Online, Microsoft Dynamics Marketing, and Microsoft Social Engagement. Microsoft Dynamics Online Services do not include (1) Microsoft Dynamics CRM for supported devices, which includes but is not limited to Microsoft Dynamics CRM Online services for tablets and/or smartphones; or (2) any other separately-branded service made available with or connected to Microsoft Dynamics CRM Online, Microsoft Dynamics Marketing, or Microsoft Social Engagement.
Office 365 Services	The following services, each as a standalone service or as included in an Office 365-branded plan or suite: Exchange Online, Exchange Online Archiving, Exchange Online Protection, Office 365 Advanced Threat Protection, SharePoint Online, OneDrive for Business, Project Online, Skype for Business Online, Sway, Office Online, Delve Analytics, Customer Lockbox, and Yammer Enterprise. Office 365 Services do not include Office 365 ProPlus, any portion of PSTN Services that operate outside of Microsoft's control, any client software, or any separately branded service made available with an Office 365-branded plan or suite, such as a Bing or a service branded "for Office 365."
Microsoft Azure Core Services	Active Directory, API Management, App Services (API Apps, Mobile Apps, Web Apps, Automation, Backup, Batch, BizTalk Services, Cloud Services, DocumentDB, Event Hubs, Express Route, HDInsight, Key Vault, Load Balancer, Machine Learning, Management Portal, Media Services, Multi-Factor Authentication, Notification Hub, Operational Insights, Redis Cache, RemoteApp, Rights Management Service, Scheduler, Service Bus, Site Recovery, SQL Database, Storage, StorSimple, Stream Analytics, Traffic Manager, Virtual Machines, Virtual Network, Visual Studio Team Services, and Workflow Manager.
Microsoft Intune Online Services	The cloud service portion of Microsoft Intune such as the Microsoft Intune Add-on Product or a management service provided by Microsoft Intune such as Mobile Device Management for Office 365.
Microsoft Power BI Services	The cloud service portion of Microsoft Power BI offered as a standalone service or as included in an Office 365-branded plan or suite, but excluding data catalog functionality, the Power BI mobile applications, or Power BI Desktop.

Location of Customer Data at Rest
Microsoft will store Customer Data at rest within certain major geographic areas (each, a Geo) as follows:
- **Office 365 Services.** If Customer provisions its tenant in Australia, the European Union, India, Japan or the United States (each of the foregoing a Geo), Microsoft will store the following Customer Data at rest only within that Geo: (1) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments) and (2) SharePoint Online site content and the files stored within that site.
- **Microsoft Intune Online Services.** When Customer provisions a tenant account, Customer selects an available Geo where Customer Data at rest will be stored. Microsoft will not transfer the Customer Data outside of Customer's selected Geo except as noted in the "Data Location" section of the Microsoft Intune Trust Center.

- **Microsoft Power BI.** If Customer provisions its tenant in Australia, the European Union, or the United States, Microsoft will store Microsoft Power BI Customer Data at rest only within that Geo.
- **Microsoft Azure Core Services.** If Customer configures a particular service to be deployed within a Geo then, for that service, Microsoft will store Customer Data at rest within the specified Geo. Certain services may not enable Customer to configure deployment in a particular Geo or outside the United States and may store backups in other locations, as detailed in the Microsoft Azure Trust Center (which Microsoft may update from time to time, but Microsoft will not add exceptions for existing Services in general release).
- **Microsoft Dynamics CRM Online.** For entities managed by the Microsoft Dynamics CRM Online Service, if Customer provisions its instance in the United States or the EU, Microsoft will store Customer Data at rest in the United States or the EU, as applicable.

Microsoft does not control or limit the regions from which Customer or Customer's end users may access or move Customer Data.

Privacy
- **Customer Data Deletion or Return.** No more than 180 days after expiration or termination of Customer's use of an Online Service, Microsoft will disable the account and delete Customer Data from the account.
- **Transfer of Customer Data.** Unless Customer has opted out of the Standard Contractual Clauses, all transfers of Customer Data out of the European Union, European Economic Area, and Switzerland shall be governed by the Standard Contractual Clauses. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.
- **Microsoft Personnel.** Microsoft personnel will not process Customer Data without authorization from Customer. Microsoft personnel are obligated to maintain the security and secrecy of any Customer Data as provided in the DPT and this obligation continues even after their engagements end.
- **Subcontractor Transfer.** Microsoft may hire subcontractors to provide certain limited or ancillary services on its behalf. Any subcontractors to whom Microsoft transfers Customer Data, even those used for storage purposes, will have entered into written agreements with Microsoft that are no less protective than the DPT. Customer has previously consented to Microsoft's transfer of Customer Data to subcontractors as described in the DPT. Except as set forth in the DPT, or as Customer may otherwise authorize, Microsoft will not transfer to any third party (not even for storage purposes) personal data Customer provides to Microsoft through the use of the Online Services. Each Online Service has a website that lists subcontractors that are authorized to access Customer Data as well as the limited or ancillary services they provide. At least 14 days before authorizing any new subcontractor to access Customer Data, Microsoft will update the applicable website and provide Customer with a mechanism to obtain notice of that update. If Customer does not approve of a new subcontractor, then Customer may terminate the affected Online Service without penalty by providing, before the end of the notice period, written notice of termination that includes an explanation of the grounds for non-approval. If the affected Online Service is part of a suite (or similar single purchase of services), then any termination will apply to the entire suite. After termination, Microsoft will remove payment obligations for the terminated Online Services from subsequent Customer invoices.

Additional European Terms.
These Additional European Terms apply only if Customer has end users in the European Economic Area ("EEA") or Switzerland.
- **End Users in EEA or Switzerland.** Terms used in the DPT that are not specifically defined will have the meaning in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the "EU Data Protection Directive").
- **Intent of the Parties.** For the Online Services, Microsoft is a data processor (or sub-processor) acting on Customer's behalf. As data processor (or sub-processor), Microsoft will only act upon Customer's instructions. The OST and Customer's volume licensing agreement (including the terms and conditions incorporated by reference therein), along with Customer's use and configuration of features in the Online Services, are Customer's complete and final instructions to Microsoft for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer's volume licensing agreement.
- **Duration and Object of Data Processing.** The duration of data processing shall be for the term designated under Customer's volume licensing agreement. The objective of the data processing is the performance of the Online Services.
- **Scope and Purpose of Data Processing.** The scope and purpose of processing of Customer Data, including any personal data included in the Customer Data, is described in the DPT and Customer's volume licensing agreement.
- **Customer Data Access.** For the term designated under Customer's volume licensing agreement Microsoft will, at its election and as necessary under applicable law implementing Article 12(b) of the EU Data Protection Directive, either: (1) provide Customer with the ability to correct, delete, or block Customer Data, or (2) make such corrections, deletions, or blockages on Customer's behalf.

Security
- **General Practices.** Microsoft has implemented and will maintain and follow for the Online Services the following security measures, which, in conjunction with the security commitments in the OST, are Microsoft's only responsibility with respect to the security of Customer Data.

Domain	Practices
Organization of Information Security	**Security Ownership.** Microsoft has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures. **Security Roles and Responsibilities.** Microsoft personnel with access to Customer Data are subject to confidentiality obligations. **Risk Management Program.** Microsoft performed a risk assessment before processing the Customer Data or launching the Online Services service. Microsoft retains its security documents pursuant to its retention requirements after they are no longer in effect.
Asset Management	**Asset Inventory.** Microsoft maintains an inventory of all media on which Customer Data is stored. Access to the inventories of such media is restricted to Microsoft personnel authorized in writing to have such access. **Asset Handling** - Microsoft classifies Customer Data to help identify it and to allow for access to it to be appropriately restricted. - Microsoft imposes restrictions on printing Customer Data and has procedures for disposing of printed materials that contain Customer Data. - Microsoft personnel must obtain Microsoft authorization prior to storing Customer Data on portable devices, remotely accessing Customer Data, or processing Customer Data outside Microsoft's facilities.
Human Resources Security	**Security Training.** Microsoft informs its personnel about relevant security procedures and their respective roles. Microsoft also informs its personnel of possible consequences of breaching the security rules and procedures. Microsoft will only use anonymous data in training.
Physical and Environmental Security	**Physical Access to Facilities.** Microsoft limits access to facilities where information systems that process Customer Data are located to identified authorized individuals. **Physical Access to Components.** Microsoft maintains records of the incoming and outgoing media containing Customer Data, including the kind of media, the authorized sender/recipients, date and time, the number of media and the types of Customer Data they contain. **Protection from Disruptions.** Microsoft uses a variety of industry standard systems to protect against loss of data due to power supply failure or line interference. **Component Disposal.** Microsoft uses industry standard processes to delete Customer Data when it is no longer needed.
Communications and Operations Management	**Operational Policy.** Microsoft maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Data. **Data Recovery Procedures** - On an ongoing basis, but in no case less frequently than once a week (unless no Customer Data has been updated during that period), Microsoft maintains multiple copies of Customer Data from which Customer Data can be recovered. - Microsoft stores copies of Customer Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data is located. - Microsoft has specific procedures in place governing access to copies of Customer Data. - Microsoft reviews data recovery procedures at least every six months, except for data recovery procedures for Azure Government Services , which are reviewed every twelve months. - Microsoft logs data restoration efforts, including the person responsible, the description of the restored data and where applicable, the person responsible and which data (if any) had to be input manually in the data recovery process. **Malicious Software.** Microsoft has anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Data, including malicious software originating from public networks. **Data Beyond Boundaries** - Microsoft encrypts, or enables Customer to encrypt, Customer Data that is transmitted over public networks. - Microsoft restricts access to Customer Data in media leaving its facilities. **Event Logging.** Microsoft logs, or enables Customer to log, access and use of information systems containing Customer Data, registering the access ID, time, authorization granted or denied, and relevant activity.
Access Control	**Access Policy.** Microsoft maintains a record of security privileges of individuals having access to Customer Data. **Access Authorization** - Microsoft maintains and updates a record of personnel authorized to access Microsoft systems that contain Customer Data. - Microsoft deactivates authentication credentials that have not been used for a period of time not to exceed six months. - Microsoft identifies those personnel who may grant, alter or cancel authorized access to data and resources. - Microsoft ensures that where more than one individual has access to systems containing Customer Data, the individuals have separate identifiers/log-ins. **Least Privilege** - Technical support personnel are only permitted to have access to Customer Data when needed. - Microsoft restricts access to Customer Data to only those individuals who require such access to perform their job function.

Domain	Practices
	Integrity and Confidentiality - Microsoft instructs Microsoft personnel to disable administrative sessions when leaving premises Microsoft controls or when computers are otherwise left unattended. - Microsoft stores passwords in a way that makes them unintelligible while they are in force. **Authentication** - Microsoft uses industry standard practices to identify and authenticate users who attempt to access information systems. - Where authentication mechanisms are based on passwords, Microsoft requires that the passwords are renewed regularly. - Where authentication mechanisms are based on passwords, Microsoft requires the password to be at least eight characters long. - Microsoft ensures that de-activated or expired identifiers are not granted to other individuals. - Microsoft monitors, or enables Customer to monitor, repeated attempts to gain access to the information system using an invalid password. - Microsoft maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed. - Microsoft uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage. **Network Design.** Microsoft has controls to avoid individuals assuming access rights they have not been assigned to gain access to Customer Data they are not authorized to access.
Information Security Incident Management	**Incident Response Process** - Microsoft maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data. - For each security breach that is a Security Incident, notification by Microsoft (as described in the "Security Incident Notification" section above) will be made without unreasonable delay and, in any event, within 30 calendar days. - Microsoft tracks, or enables Customer to track, disclosures of Customer Data, including what data has been disclosed, to whom, and at what time. **Service Monitoring.** Microsoft security personnel verify logs at least every six months to propose remediation efforts if necessary.
Business Continuity Management	- Microsoft maintains emergency and contingency plans for the facilities in which Microsoft information systems that process Customer Data are located. - Microsoft's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Customer Data in its original or last-replicated state from before the time it was lost or destroyed.

Online Services Information Security Policy
Each Online Service follows a written data security policy ("Information Security Policy") that complies with the control standards and frameworks shown in the table below.

Online Service	ISO 27001	ISO 27002 Code of Practice	ISO 27018 Code of Practice	SSAE 16 SOC 1 Type II	SSAE 16 SOC 2 Type II
Office 365 Services	Yes	Yes	Yes	Yes	Yes
Microsoft Dynamics Online Services	Yes	Yes	Yes	Yes*	Yes*
Microsoft Azure Core Services	Yes	Yes	Yes	Varies**	Varies**
Microsoft Intune Online Services	Yes	Yes	Yes	Yes	Yes
Microsoft Power BI Services	Yes	Yes	Yes	No	No

Does not include Microsoft Dynamics Marketing or Microsoft Social Engagement.
**Current scope is detailed in the audit report and summarized in the Microsoft Azure Trust Center.*

Microsoft may add industry or government standards at any time. Microsoft will not eliminate a standard or framework in the table above, unless it is no longer used in the industry and it is replaced with a successor (if any). Azure Government Services meet a separate set of control standards and frameworks, as detailed on the Microsoft Azure Trust Center.

Subject to non-disclosure obligations, Microsoft will make each Information Security Policy available to Customer, along with other information reasonably requested by Customer regarding Microsoft security practices and policies.

Customer is solely responsible for reviewing each Information Security Policy and making an independent determination as to whether it meets Customer's requirements.

If the Standard Contractual Clauses apply, then this section is in addition to Clause 5 paragraph f and Clause 12 paragraph 2 of the Standard Contractual Clauses.

Microsoft Audits of Online Services
For each Online Service, Microsoft will conduct audits of the security of the computers, computing environment and physical data centers that it uses in processing Customer Data (including personal data), as follows:
- Where a standard or framework provides for audits, an audit of such control standard or framework will be initiated at least annually for each Online Service.
- Each audit will be performed according to the standards and rules of the regulatory or accreditation body for each applicable control standard or framework.
- Each audit will be performed by qualified, independent, third party security auditors at Microsoft's selection and expense.

Each audit will result in the generation of an audit report ("Microsoft Audit Report"), which will be Microsoft's Confidential Information. The Microsoft Audit Report will clearly disclose any material findings by the auditor. Microsoft will promptly remediate issues raised in any Microsoft Audit Report to the satisfaction of the auditor.

If Customer requests, Microsoft will provide Customer with each Microsoft Audit Report so that Customer can verify Microsoft's compliance with the security obligations under the DPT. The Microsoft Audit Report will be subject to non-disclosure and distribution limitations of Microsoft and the auditor.

If the Standard Contractual Clauses apply, then (1) Customer agrees to exercise its audit right by instructing Microsoft to execute the audit as described in this section of the DPT, and (2) if Customer desires to change this instruction, then Customer has the right to do so as set forth in the Standard Contractual Clauses, which shall be requested in writing.

If the Standard Contractual Clauses apply, then nothing in this section of the DPT varies or modifies the Standard Contractual Clauses or affects any supervisory authority's or data subject's rights under the Standard Contractual Clauses. Microsoft Corporation is an intended third-party beneficiary of this section.

Online Service Specific Terms

If an Online Service is not listed below, it does not have any Online Service-specific terms.

Microsoft Azure Services

Notices
The Bing Maps, Professional Services, Azure Media Services H.265/HEV Encoding, and H.264/AVC Visual Standard, VC-1 Video Standard, and MPEG-4 Part 2 Visual Standard and MPEG-2 Video Standard Notices in Attachment 1 apply.

Service Level Agreement
Refer to http://azure.microsoft.com/support/legal/sla/.

Definitions
"Azure Government Services" means one or more of the services or features Microsoft makes available to Customer as Government Community Cloud Services in the "US Gov" regions identified at http://azure.microsoft.com/en-us/regions/#services.

"Customer Solution" means an application or any set of applications that adds primary and significant functionality to the Microsoft Azure Services and that is not primarily a substitute for the Microsoft Azure Services.

"Microsoft Azure Services" means one or more of the Microsoft services and features identified at http://azure.microsoft.com/services/, except where identified as licensed separately.

Limitations
Customer may not
- resell or redistribute the Microsoft Azure Services, or
- allow multiple users to directly or indirectly access any Microsoft Azure Service feature that is made available on a per user basis (e.g., Active Directory Premium). Specific reassignment terms applicable to a Microsoft Azure Service feature may be provided in supplemental documentation for that feature.

Retirement of Services or Features
Microsoft will provide Customer with 12 months' notice before removing any material feature or functionality or discontinuing a service, unless security, legal or system performance considerations require an expedited removal. This does not apply to Previews

Data Retention after Expiration or Termination
The expiration or termination of Customer's Online Service subscription will not change Customer's obligation to pay for hosting of Customer Data during any Extended Term.

Hosting Exception
Customer may create and maintain a Customer Solution and, despite anything to the contrary in Customer's volume licensing agreement, combine Microsoft Azure Services with Customer Data owned or licensed by Customer or a third party, to create a Customer Solution using the Microsoft Azure Service and the Customer Data together. Customer may permit third parties to access and use the Microsoft Azure Services in connection with the use of that Customer Solution. Customer is responsible for that use and for ensuring that these terms and the terms and conditions of Customer's volume licensing agreement are met by that use.

Use of Software within Microsoft Azure
For Microsoft software available within a Microsoft Azure Service, Microsoft grants Customer a limited license to use the software only within the Microsoft Azure Service.

Data Center Availability
Usage of data centers in certain regions may be restricted to Customers located in or near that region. For information on service availability by region, please refer to http://azure.microsoft.com/en-us/regions.

Sharing
The Microsoft Azure Services may provide the ability to share a Customer Solution and/or Customer Data with other Azure users and communities, or other third parties. If Customer chooses to engage in such sharing, Customer agrees that it is giving a license to all authorized users, including

the rights to use, modify, and repost its Customer Solution and/or the Customer Data, and Customer is allowing Microsoft to make them available to such users in a manner and location of its choosing.

Marketplace
Microsoft Azure enables Customer to access or purchase Non-Microsoft Products through features such as the Microsoft Azure Marketplace and the Virtual Machine Gallery, subject to separate terms available at http://azure.microsoft.com/en-us/support/legal/store-terms.

Microsoft Azure StorSimple

StorSimple Monetary Commitment – 1 (8100 device)
StorSimple Monetary Commitment – 2 (8600 device)

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Microsoft Cloud App Security

Cloud App Security (User SL)
Cloud App Security K (User SL)

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Enterprise Mobility Services

Notices
The Bing Maps Notices in Attachment 1 apply.

Subscription License Suites
In addition to User SLs, refer to Attachment 2 for other SLs that fulfill requirements for Azure Active Directory Premium, Azure Rights Management, and Microsoft Intune.

Azure Active Directory Basic

Customer may, using Single Sign-On, pre-integrate up to 10 SAAS Applications/Custom Applications per User SL. All Microsoft as well as third party applications count towards this application limit.

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Azure Active Directory Premium

Customer may, using Single Sign-On, pre-integrate SaaS Applications/Custom Applications. Customer may not copy or distribute any data set (or any portion of a data set) included in the Forefront Identity Manager software that is included with a Microsoft Azure Active Directory Premium User SL.

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Azure Rights Management Premium

Notices
The Bing Maps Notices in Attachment 1 applies.
Any deployment services provided to Customer are subject to the Professional Services Notice in Attachment 1.

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Azure RemoteApp

Microsoft MultiFactor Authentication

Microsoft Intune

Microsoft Intune (per user)	Windows Intune Add-on for System Center Configuration Manager and
Microsoft Intune Add-on for System Center Configuration	System Center Endpoint Protection (per user)
	("Microsoft Intune Add-On")

Notices
Any deployment services provided to Customer are subject to the Professional Services Notice in Attachment 1.

Manage Devices
Each user to whom Customer assigns a User SL may access and use the Online Service and related software (including System Center software) to manage up to five devices.

Storage Add-on SL
A Storage Add-on SL is required for each gigabyte of storage in excess of the storage provided with the base subscription.

Windows Software Components in System Center Software
The System Center software includes one or more of the following Windows Software Components: Microsoft .NET Framework, Microsoft Data Access Components, Powershell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JAVAScript, Debghelp.dll, and Web Deploy technologies. The license terms governing use of the Windows Software Components are in the Windows 8.1 Pro and Enterprise section of the Product Terms. The Product Terms is located at http://go.microsoft.com/?linkid=9839206.

SQL Server Technology and Benchmarking
The Software included with the Online Service includes SQL Server-branded components other than a SQL Server Database. Those components are licensed to Customer under the terms of their respective licenses, which can be found in the installation directory or unified installer of the software. Customer must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of these components or the software that includes them.

Microsoft Dynamics Online Services

Notices
The Bing Maps and Professional Services Notices in Attachment 1 apply.

Subscription License Suites
In addition to User SLs, refer to Attachment 2 for other offerings that fulfill SL requirements

Microsoft Dynamics AX

Microsoft Dynamics AX Self Serve	Microsoft Dynamics AX Enterprise
Microsoft Dynamics AX Task	Microsoft Dynamics AX Device

External Users
External Users of Microsoft Dynamics AX do not need an SL to access the Online Service. This exemption does not apply to contractors or agents of Customer or its Affiliates.

Modifications
Customer may modify Microsoft Dynamics AX to allow extension of its functionality, but only for Customer's internal use purposes.

Microsoft Dynamics CRM Online

Microsoft Dynamics CRM Online Essentials	Microsoft Dynamics CRM Online Enterprise
Microsoft Dynamics CRM Online Basic	Microsoft Dynamics Employee Self Service
Microsoft Dynamics CRM Online Professional	

External Users

External Users of all editions of Microsoft Dynamics CRM Online and Parature, from Microsoft do not need an SL to access the Online Service unless using Microsoft Dynamics CRM clients. This exemption does not apply to contractors or agents of Customer or its Affiliate.

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Microsoft Dynamics Marketing

Microsoft Dynamics Marketing Enterprise
Microsoft Dynamics Marketing Sales Collaboration

Service Level Agreement

There is no SLA for Microsoft Dynamics Marketing.

Web User Profile

Users configured and accessing this Online Service as Web Portal Users do not need User SLs.

Mobile Text Messaging

Customer will be solely responsible for the content, creation, initiation and transmittal of all mobile text messages facilitated by Microsoft and will comply with all applicable industry codes of conduct provided by Microsoft from time to time. Third party aggregators or carriers engaged in the transmittal of mobile text messages are not Microsoft subcontractors.

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Microsoft Social Engagement

Microsoft Social Engagement Professional
Microsoft Social Engagement Enterprise

Service Level Agreement

There is no SLA for Microsoft Social Engagement.

Social Content Obtained through Microsoft Social Engagement

Social Content is publicly-available content collected from social media networks (such as Twitter, Facebook and YouTube) and data indexing or data aggregation services in response to Customer's search queries executed in Microsoft Social Engagement. Social Content is not Customer Data. Customer Data used in configuring or initiating search queries executed on Customer's behalf may be shared with third parties for purposes of collecting Social Content. Customer may use Social Content for its internal business purposes only. Microsoft reserves the right to:

- store Social Content in a database commingled with content aggregated from other sources by other licensees;
- access, edit or delete Social Content in response to a request from a social media network, data indexing or data aggregation service, Social Content owner or a takedown request under the Digital Millennium Copyright Act;
- instruct Customer to edit or delete Social Content, if Customer exports Social Content; and
- delete or restrict further access to Social Content after the Online Service has been terminated or expires.

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Parature, from Microsoft

Parature Enterprise

Service Level Agreement

There is no SLA for Parature, from Microsoft.

Customer may use Parature in accordance with the privacy and/or security terms located at http://www.parature.com/privacylegal/.

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Office 365 Services

Notices
The Bing Maps Notices in Attachment 1 apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice in Attachment 1.

Core Features for Office 365 Services
During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections below, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified below only if it provides Customer a reasonable alternative functionality.

Administration Portal
Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

Subscription License Suites
In addition to User SLs, refer to Attachment 2 for other SLs that fulfill requirements for Office 365 Services.

Exchange Online

Office 365 Advanced Threat Protection	Exchange Online Kiosk
Data Loss Prevention	Exchange Online Plan 1
Exchange Online Archiving for Exchange Online	Exchange Online Plan 2
Exchange Online Archiving for Exchange Server	

Core Features for Office 365 Services – Exchange Online
Exchange Online or its successor service will have the following Core Features capabilities:

Emails
An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox.

Mobile and Web Browser Access
Through the Microsoft Exchange ActiveSync protocol or a successor protocol or technology, Exchange Online will enable an end user to send and receive emails and update and view calendars from a mobile device that adequately supports such a protocol or technology. An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox, all from within a compatible web browser.

Retention Policies
Customer will be able to establish archive and deletion policies for email messages.

Deleted Item and Mailbox Recovery
Customer will be able to recover the contents of a deleted non-shared mailbox and an end user will be able to recover an item that has been deleted from one of the end user's email folders.

Multi-Mailbox Search
Customer will be able to search for content across multiple mailboxes within its organization.

Calendar
An end user will be able to view a calendar and schedule appointments, meetings, and automatic replies to incoming email messages.

Contacts
Through an Exchange Online-provided user interface, Customer will be able to create and manage distribution groups and an organization-wide directory of mail-enabled end users, distribution groups, and external contacts.

Core Features for Office 365 Services – Exchange Online Archiving
Exchange Online Archiving or its successor service will have the following Core Features capabilities:

Storage
Customer will be able to allow an end user to store email messages.

Retention Policies
Customer will be able to establish archive and deletion policies for email messages distinct from policies that an end user can apply to the end user's own mailbox.

Deleted Item and Mailbox Recovery
Customer, through Office 365 support services, will be able to recover a deleted archive mailbox, and an end user will be able to recover an item that has been deleted from one of the end user's email folders in the end user's archive.

Multi-Mailbox Search
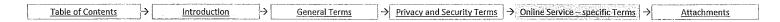Customer will be able to search for content across multiple mailboxes within its organization.

Legal Hold
Customer will be able to place a "legal hold" on an end user's primary mailbox and archive mailbox to preserve the content of those mailboxes.

Archiving
Archiving may be used for messaging storage only with Exchange Online Plans 1 and 2.

Archiving for Exchange Server
Users licensed for Exchange Server 2013 Standard Client Access License may access the Exchange Server 2013 Enterprise Client Access License features necessary to support use of Exchange Online Archiving for Exchange Server.

Exchange Online Plan 2 from Exchange Hosted Archive Migration
Exchange Online Plan 2 is a successor Online Service to Exchange Hosted Archive. If Customer renews from Exchange Hosted Archive into Exchange Online Plan 2 and has not yet migrated to Exchange Online Plan 2, Customer's licensed users may continue to use the Exchange Hosted Archive service subject to the terms of the March 2011 Product Use Rights until the earlier of Customer's migration to Exchange Online Plan 2 or the expiration of Customer's Exchange Online Plan 2 User SLs. The Product Use Rights is located at http://go.microsoft.com/?linkid=9839206.

Data Loss Prevention Device License
If Customer is licensed for Data Loss Prevention by Device, all users of the Licensed Device are licensed for the Online Service.

Service Level Agreement
There is no SLA for Office 365 Advanced Threat Protection.

Office 365 Applications

Office 365 Business	Visio Pro for Office 365
Office 365 ProPlus	

Service Level Agreement
There is no SLA for Visio Pro for Office 365.

Installation and Use Rights
Each user to whom Customer assigns a User SL must have a Microsoft Account in order to use the software provided with the subscription. These users:
- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a network server, or on shared servers with a qualified cloud partner. A list of qualified cloud partners and additional deployment requirements is available at www.office.com/sca. For the purpose of this use right "network server" means a physical hardware server solely dedicated to Customer use. This shared computer activation provision does not apply to Customers license for Office 365 Business; and
- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected.

The following terms apply only to Office 365 Business and Office 365 ProPlus
Smartphone and Tablet Devices
Each user to whom Customer assigns a User SL may also activate Microsoft Office Mobile software to use on up to five smartphones and five tablets.

The following terms apply only to Office 365 ProPlus
Office Home & Student 2013 RT Commercial Use
Each User SL for Office 365 ProPlus modifies the user's right to use the software under a separately acquired Office Home & Student 2013 RT license by waiving the prohibition against commercial use. Except for this allowance for commercial use of the software, all use is subject to the terms and use rights provided with the Office Home & Student 2013 RT License.

Office Online Server
For each Office 365 ProPlus subscription, Customer may install any number of copies of Office Online Server on any Server dedicated to Customer's use. Each Office 365 ProPlus user may use the Office Online Server software. This provision does not apply to Customers that license this Product under the Microsoft Online Subscription Agreement or other Microsoft agreement that cover Online Services only.

Subscription License Suites
In addition to Office 365 ProPlus User SLs, Customer may fulfill the SL requirement for this Product by purchasing a Suite SL (refer <u>Attachment 2</u>).

Office 365 Delve Analytics

Service Level Agreement
There is no SLA for Office 365 Delve Analytics.

Office 365 Advanced eDiscovery

Service Level Agreement
There is no SLA for Office 365 Advanced eDiscovery.

Office Online

Core Features for Office 365 Services
Office Online or its successor service will have the following <u>Core Features</u> capabilities:
An end user will be able to create, view, and edit documents in Microsoft Word, Excel, PowerPoint, and OneNote file types that are supported by Office Online or its successor service.

External Users
External Users invited to site collections via Share-by-Mail functionality do not need User SLs with Office Online.

OneDrive for Business

External Users
External Users invited to site collections via Share-by-Mail functionality do not need User SLs with OneDrive for Business.

Project Online

Project Online Essentials	Project Online Premium
Project Online Professional	

Installation and Use Rights for Project application
Each user to whom Customer assigns a Project Online Professional or Project Online Premium User SL must have a Microsoft Account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a network server, or on shared servers with a qualified cloud partner. A list of qualified cloud partners and additional deployment requirements is available at www.office.com/sca. For the purpose of this use right "network server" means a physical hardware server solely dedicated to Customer use; and
- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected.

SharePoint Online

Duet Enterprise Online for Microsoft SharePoint and SAP	SharePoint Online Plan 1
SharePoint Online Kiosk	SharePoint Online Plan 2

Core Features for Office 365 Services
SharePoint Online or its successor service will have the following Core Features capabilities:

Collaboration Sites
An end user will be able to create a web browser-accessible site through which the end user can upload and share content and manage who has permission to access that site.

Storage
Customer will be able to set storage capacity limits for a site created by an end user.

External Users
External Users invited to site collections via Share-by-Mail functionality do not need User SLs with SharePoint Online Kiosk, Plan 1 and Plan 2.

Storage Add-on SLs
Office 365 Extra File Storage is required for each gigabyte of storage in excess of the storage provided with User SLs for SharePoint Online Plans 1 and 2.

Skype for Business Online

Skype for Business Online Plan 1	Skype for Business Online Cloud PBX
Skype for Business Online Plan 2	

Notices
The H.264/MPEG-4 AVC and/or VC-1 Notices in Attachment 1 apply.

Core Features for Office 365 Services
Skype for Business Online Plan 1 and Plan 2or their successor services will have the following Core Features capabilities:

Instant Messaging
An end user will be able to transfer a text message to another end user in real time over an Internet Protocol network.

Presence
An end user will be able to set and display the end user's availability and view another end user's availability.
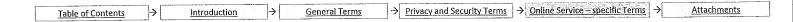
Online Meetings
An end user will be able to conduct an Internet-based meeting that has audio and video conferencing functionality with other end users.

External Users and users not authenticated by Skype for Business Online
User SLs are not required for External Users and users not authenticated by the Skype for Business Online service.

Skype for Business Online PSTN Services

Skype for Business Online PSTN Calling	Skype for Business PSTN Consumption
Skype for Business Online PSTN Conferencing	

PSTN Services

Skype for Business Online PSTN Services ("PSTN Services") enable users to communicate with others via the worldwide voice telephone network known generally as the Public Switched Telephone Network. PSTN Services are provided by the Microsoft Affiliate authorized to provide them. Pricing for PSTN Services may include applicable taxes and fees. All included taxes and fees are disclosed on the Volume Licensing site (http://go.microsoft.com/fwlink/?LinkId=690247)

Important Information About Emergency Services

Customer must notify each user of Skype for Business Online PSTN Calling that Emergency Services operate differently than on traditional telephone services in the following ways: (i) Skype for Business may not know the actual location of an Emergency Services caller, which could result in the call being routed to the wrong Emergency Services call center and/or emergency services being dispatched to the wrong location; (ii) if the user's device has no power, is experiencing a power outage or, for any reason, cannot otherwise access the Internet, the user cannot make an Emergency Services call through Skype for Business PSTN Calling services; and (iii) although Skype for Business Online PSTN Calling services can be used anywhere in the world where an Internet connection is available, users should not make an Emergency Services call from a location outside their home country because the call likely will not be routed to the appropriate call center in that location.

Limitations on use

Customer may not exceed the usage limitations for the applicable PSTN Service subscription plan. Doing so may result in suspension of the services. Microsoft will provide reasonable notice before suspending PSTN Services, and customer will be able to make emergency calls during any period of suspension.

Other Online Services

Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management Platform

Service SLs

A Service SL is required to provide access to the services. Each Service SL must be purchased with at least one of the following qualifying Add-On SLs:

- a Website usage Add-On SL, which is required for unauthenticated users to access Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management Platform through Customer's programs based on the number of billable transactions per month,
- a public website usage SL, which is available for a specified number of billable transactions for use on a website that is available publicly without restriction,
- an Internal Website Usage Add-on, which is available for a specified number of billable transactions for use on an internal website (e.g., intranet) on a private network,
- Bing Maps Platinum Add-on,
- Bing Maps Known User SL, or
- Bing Maps Light Known User SL.

Qualifying Bing Maps Mobile Asset Management Platform Service SL Add-on SLs

For the Bing Maps Mobile Asset Management Platform, an Add-on SL is required for each tracked Asset whose GPS or other sensor based position can be monitored, displayed, reverse geocoded or used to perform calculations using Bing Maps Mobile Asset Management Platform. "Asset" is defined as any vehicle, device or other mobile object. These Add-on SLs are for a specified number of tracked Assets.

Authenticated Users

Users that are authenticated by Customer's programs that access Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management Platform must have a SL.

Bing Maps APIs

Customer may use all Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Platform SDKs, including any successors thereto, located at http://go.microsoft.com/fwlink/p/?LinkID=66121 and http://go.microsoft.com/fwlink/p/?LinkID=223436.

Bing Maps Privacy
The Bing Privacy Statement and privacy terms in the Microsoft Bing Maps Platform API Terms of Use located at:
http://go.microsoft.com/fwlink/?LinkID=248686 apply to Customer's use of the Bing Maps Services.

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Microsoft Learning

Microsoft Learning E-Reference Library
Any person that has valid access to Customer's computer or internal network may copy and use the documentation for Customer's internal reference purposes. Documentation does not include electronic books.

Microsoft Learning Imagine Academy Service SL
A Service SL is required for each Location that accesses or uses any Microsoft Imagine Academy service or benefit. Location is defined as a physical site with staff under the same administrator, such as a principal, in a single building or group of buildings located on the same campus.

Microsoft Learning Imagine Academy Program Guidelines
The Imagine Academy program guidelines, located at http://www.microsoft.com/itacademy, apply to Customer's use of the Microsoft Learning Imagine Academy and its benefits.

Microsoft Learning Imagine Academy Program Benefits Provided by Third-Party
Program benefits may only be used by a licensed institution's faculty, staff and students currently enrolled in the licensed institution.

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Microsoft Power BI Pro

Notices
The Bing Maps Notices in Attachment 1 apply.

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Office 365 Developer

No Production Use of Office 365 Developer
Each user to whom Customer assigns a User SL may use the Online Service to design, develop, and test Customer's applications to make them available for Customer's Office 365 Online Services, on-premises deployments or for the Microsoft Office Store. The Online Service is not licensed for production use.

ffice 365 Developer End Users
Customer's end users do not need a SL to access Office 365 Developer to perform acceptance tests or provide feedback on Customer programs.

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Translator API

Customer may use Translator API in accordance with the Translator API Terms of Use, including successor Terms, located at http://aka.ms/translatortou and the Translator Privacy Statement located at http://aka.ms/translatorprivacy.

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Windows Desktop Operating System

Data Retention
The Windows Defender Advanced Threat Protection portion of the product does not contain extractable Customer Data therefore the Customer Data extraction terms in the OST do not apply.

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Yammer Enterprise

Notices

Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice in <u>Attachment 1</u>

External Users

External Users invited to Yammer via external network functionality do not need User SLs.

Attachment 1 – Notices

Bing Maps

The Online Service or its included software includes use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. Customer's use of Bing Maps is governed by the Bing Maps End User Terms of Use available at go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.

Professional Services

Customer may be eligible for Microsoft customer support and consulting services related to this Online Service. These services are "Professional Services" under Customer's volume licensing agreement. If Customer's volume licensing agreement covers Online Services only (and does not define Professional Services), then these services are provided subject to the "Professional Services Terms" below.

The Professional Services to which this Notice applies are not Online Services, and the rest of the Online Services Terms, as well as any data processing amendment or HIPAA Business Associate Agreement signed by the parties, do not apply. Any information provided to Microsoft in connection with these Professional Services is protected under the confidentiality terms of Customer's volume licensing agreement.

Additional terms may apply to these Professional Services, but only to the extent those terms don't conflict with this Notice.

Professional Services Terms
Definition
Any services to which this notice applies are defined, collectively, as "Professional Services".

Obligations of the Parties
Microsoft warrants that all Professional Services will be performed with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft within 90 days of the date of performance, then Microsoft will either re-perform the Professional Services or return the price paid for them as Customer's sole remedy for breach of the Professional Services warranty.

Customer will perform its applicable responsibilities and obligations to support Microsoft's performance of the Professional Services, as specified in the description of each Professional Service.

Limitation of Liability
To the extent permitted by applicable law, each party's total liability for all claims relating to Professional Services will be limited to the amounts Customer was required to pay for the Professional Services or the limitation of liability for the Online Service with which the Professional Services are offered, whichever is greater. **In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability in relation to the Professional Services. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations; or (2) violation of the other party's intellectual property rights.**

Fixes
"Fixes" are Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs) or that Microsoft provides to Customer to address a specific issue. Each Fix, is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply.

Pre-Existing Work
"Pre-Existing Work" means any computer code or non-code based written materials developed or otherwise obtained independent of Customer's volume licensing agreement. All rights in Pre-Existing Work shall remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

Services Deliverables
"Services Deliverables" means any computer code or materials other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use, and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in Customer's volume licensing agreement.

Non-Microsoft Technology

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Online Services, Fixes, or Services Deliverables.

Affiliates' Rights

Customer may sublicense the rights to use Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is liable for ensuring its Affiliates' compliance with the terms of this Notice and Customer's volume licensing agreement.

Government Customers.

If Customer is a government entity, then the following terms apply to any Professional Services provided at no charge to Customer. Microsoft waives any and all entitlement to compensation from Customer for the Professional Services. In compliance with applicable laws and regulations, Microsoft and Customer acknowledge that the Professional Services are for the sole benefit and use of Customer and not provided for the personal use or benefit of any individual government employee.

Notice about Azure Media Services H.265/HEVC Encoding

Customer must obtain its own patent license(s) from any third party H.265/HEVC patent pools or rights holders before using Azure Media Services to encode or decode H.265/HEVC media.

Notice about H.264/AVC Visual Standard, VC-1 Video Standard, MPEG-4 Part Visual Standard and MPEG-2 Video Standard

This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice: THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 AND MPEG-2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE (VIDEO STANDARDS) AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 AND MPEG-2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. REFER TO www.mpegla.com.

For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content compliant with the VIDEO STANDARDS technologies for distribution to third parties.
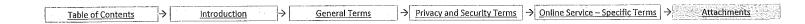
Attachment 2 – Subscription License Suites

Online Services may be available for purchase as Suites of Online Services. If, in the table below, a cell is shaded blue in an Online Service's row, the Suite SL for the column the cell is in fulfills the SL requirements for the cell's Online Services.

Online Service	Office 365 Enterprise[1] K1	E1	E3	E5	Office 365 Government K1	E1	E3	E4	Office 365 Education Edu	E5	Office 365 Business Essentials	Office 365 Business Premium	Office 365 Midsize Business	Enterprise Mobility Suite	Enterprise Cloud Suite[2]	Microsoft Dynamics CRM Online Pro.	Ent.
Exchange Online											■	■					
Exchange Online Kiosk	■				■												
Exchange Online Plan 1		■				■					■		■				
Exchange Online Plan 2			■	■			■	■							■		
SharePoint Online											■	■					
SharePoint Online Kiosk	■																
SharePoint Online Plan 1		■				■							■				
SharePoint Online Plan 2			■	■			■	■	■								
Skype for Business Online											■	■					
Skype for Business Online Plan 1																	
Skype for Business Online Plan 2		■	■	■		■	■	■	■	■			■		■		
Skype for Business Online Cloud PBX				■						■							
Yammer Enterprise	■	■	■	■					■	■	■	■	■		■		
Office Online	■	■	■	■	■	■	■	■	■	■	■	■	■		■		
Office 365 Business												■	■				
Office 365 ProPlus			■	■			■	■		■			■		■		
Office 365 Customer Lockbox				■						■							
Office 365 Delve Analytics				■						■							
Office 365 Advanced eDiscovery				■						■							
Office 365 Advanced Security Management				■						■							
Power BI Pro				■						■							
Office 365 Advanced Threat Protection				■						■							
Microsoft Intune														■	■		
Azure Rights Management Premium														■	■		
Azure Active Directory Premium P1														■	■		
Microsoft Dynamics Marketing Sales Collaboration																■	
Microsoft Dynamics Marketing Enterprise																	■
Microsoft Social Engagement Professional																■	■
Parature Enterprise																	■

[1] Add-on Suite SLs that include "without ProPlus" in the title do not include rights to Office 365 ProPlus.
[2] In addition to the Online Services identified above, the Enterprise Cloud Suite fulfills the SL requirement for Windows SA per User as described in the Product Terms. The Product Terms is located at http://go.microsoft.com/?linkid=9839207.
[3] Microsoft Dynamics CRM Online Professional EDU and Microsoft Dynamics CRM Online Enterprise EDU fulfil the same SL requirements as Microsoft Dynamics CRM Online Professional and Microsoft Dynamics CRM Online Enterprise respectively.

Attachment 3 – The Standard Contractual Clauses (Processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, Customer (as data exporter) and Microsoft Corporation (as data importer, whose signature appears below), each a "party," together "the parties," have agreed on the following Contractual Clauses (the "Clauses" or "Standard Contractual Clauses") in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1: Definitions

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2: Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 below which forms an integral part of the Clauses.

Clause 3: Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4: Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 below;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5: Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide ch compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:
(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
(ii) any accidental or unauthorised access, and
(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11; and

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6: Liability

1. The parties agree that any data subject who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7: Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
   (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
   (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8: Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9: Governing Law.

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10: Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11: Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12: Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1 to the Standard Contractual Clauses

Data exporter: Customer is the data exporter. The data exporter is a user of Online Services as defined in the section of the OST entitled "Data Processing Terms."

Data importer: The data importer is MICROSOFT CORPORATION, a global producer of software and services.

Data subjects: Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer.

Categories of data: The personal data transferred includes e-mail, documents and other data in an electronic form in the context of the Online Services.

Processing operations: The personal data transferred will be subject to the following basic processing activities:
    a. Duration and Object of Data Processing. The duration of data processing shall be for the term designated under the applicable volume licensing agreement between data exporter and the Microsoft entity to which these Standard Contractual Clauses are annexed ("Microsoft"). The objective of the data processing is the performance of Online Services.
    b. Scope and Purpose of Data Processing. The scope and purpose of processing personal data is described in the DPT. The data importer operates a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors operate such facilities.
    c. Customer Data Access. For the term designated under the applicable volume licensing agreement data importer will at its election and as necessary under applicable law implementing Article 12(b) of the EU Data Protection Directive, either: (1) provide data exporter with the ability to correct, delete, or block Customer Data, or (2) make such corrections, deletions, or blockages on its behalf.

   d. Data Exporter's Instructions. For Online Services, data importer will only act upon data exporter's instructions as conveyed by Microsoft.

   e. Customer Data Deletion or Return. Upon expiration or termination of data exporter's use of Online Services, it may extract Customer Data and data importer will delete Customer Data, each in accordance with the OST applicable to the agreement.

Subcontractors: The data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services the data importer has retained them to provide, and they are prohibited from using Customer Data for any other purpose.

Appendix 2 to the Standard Contractual Clauses

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

1. Personnel. Data importer's personnel will not process Customer Data without authorization. Personnel are obligated to maintain the confidentiality of any Customer Data and this obligation continues even after their engagement ends.

2. Data Privacy Contact. The data privacy officer of the data importer can be reached at the following address:
Microsoft Corporation
    Attn: Chief Privacy Officer
    1 Microsoft Way
    Redmond, WA 98052 USA

3. Technical and Organization Measures. The data importer has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect Customer Data, as defined in the DPT, against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction as follows: The technical and organizational measures, internal controls, and information security routines set forth in the DPT are hereby incorporated into this Appendix 2 by this reference and are binding on the data importer as if they were set forth in this Appendix 2 in their entirety.

Signature of Microsoft Corporation appears on the following page.

Signing the Standard Contractual Clauses, Appendix 1 and Appendix 2 on behalf of the data importer:

Signature

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B51B7BFC2840456
Rajesh Jha
DocuSigned By: Rajesh Jha
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Rajesh Jha, Corporate Vice President
Microsoft Corporation
One Microsoft Way, Redmond WA, USA 98052