

# Amazon EC2 Service Level Agreement

## **Effective Date: October 23, 2008**

This Amazon EC2 Service Level Agreement (“SLA”) is a policy governing the use of the Amazon Elastic Compute Cloud (“Amazon EC2”) under the terms of the Amazon Web Services Customer Agreement (the “AWS Agreement”) between Amazon Web Services, LLC (“AWS”, “us” or “we”) and users of AWS’ services (“you”). This SLA applies separately to each account using Amazon EC2. Unless otherwise provided herein, this SLA is subject to the terms of the AWS Agreement and capitalized terms will have the meaning specified in the AWS Agreement. We reserve the right to change the terms of this SLA in accordance with the AWS Agreement.

## **Service Commitment**

AWS will use commercially reasonable efforts to make Amazon EC2 available with an Annual Uptime Percentage (defined below) of at least 99.95% during the Service Year. In the event Amazon EC2 does not meet the Annual Uptime Percentage commitment, you will be eligible to receive a Service Credit as described below.

## **Definitions**

“Service Year” is the preceding 365 days from the date of an SLA claim.

“Annual Uptime Percentage” is calculated by subtracting from 100% the percentage of 5 minute periods during the Service Year in which Amazon EC2 was in the state of “Region Unavailable.” If you have been using Amazon EC2 for less than 365 days, your Service Year is still the preceding 365 days but any days prior to your use of the service will be deemed to have had 100% Region Availability. Any downtime occurring prior to a successful Service Credit claim cannot be used for future claims. Annual Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Amazon EC2 SLA Exclusion (defined below).

“Region Unavailable” and “Region Unavailability” means that more than one Availability Zone in which you are running an instance, within the same Region, is “Unavailable” to you.

“Unavailable” means that all of your running instances have no external connectivity during a five minute period and you are unable to launch replacement instances.

The “Eligible Credit Period” is a single month, and refers to the monthly billing cycle in which the most recent Region Unavailable event included in the SLA claim occurred.

A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible Amazon EC2 account.

## **Service Commitments and Service Credits**

If the Annual Uptime Percentage for a customer drops below 99.95% for the Service Year, that customer is eligible to receive a Service Credit equal to 10% of their bill (excluding one-time payments made for Reserved Instances) for the Eligible Credit Period. To file a claim, a customer does not have to have wait 365 days from the day they started using the service or 365 days from their last successful claim. A customer can file a claim any time their Annual Uptime Percentage over the trailing 365 days drops below 99.95%.

We will apply any Service Credits only against future Amazon EC2 payments otherwise due from you; provided that, we may issue the Service Credit to the credit card that you used to pay for Amazon EC2 for the billing cycle in which the error occurred. Service Credits shall not entitle you to any refund or other payment from AWS. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the AWS Agreement, your sole and exclusive remedy for any unavailability or non-performance of Amazon EC2 or other failure by us to provide Amazon EC2 is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA or termination of your use of Amazon EC2.

### **Credit Request and Payment Procedures**

To receive a Service Credit, you must submit a request by sending an e-mail message to [aws-sla-request@amazon.com](mailto:aws-sla-request@amazon.com). To be eligible, the credit request must (i) include your account number in the subject of the e-mail message (the account number can be found at the top of the AWS Account Activity page); (ii) include, in the body of the e-mail, the dates and times of each incident of Region Unavailable that you claim to have experienced including instance ids of the instances that were running and affected during the time of each incident; (iii) include your server request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks); and (iv) be received by us within thirty (30) business days of the last reported incident in the SLA claim. If the Annual Uptime Percentage of such request is confirmed by us and is less than 99.95% for the Service Year, then we will issue the Service Credit to you within one billing cycle following the month in which the request occurred. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

### **Amazon EC2 SLA Exclusions**

The Service Commitment does not apply to any unavailability, suspension or termination of Amazon EC2, or any other Amazon EC2 performance issues: (i) that result from Service Suspensions described in Section 7.1 of the AWS Agreement; (ii) caused by factors outside of our reasonable control,

including any force majeure event or Internet access or related problems beyond the demarcation point of Amazon EC2; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from failures of individual instances not attributable to Region Unavailability; or (vi) arising from our suspension and termination of your right to use Amazon EC2 in accordance with the AWS Agreement (collectively, the "Amazon EC2 SLA Exclusions"). If availability is impacted by factors other than those explicitly listed in this agreement, we may issue a Service Credit considering such factors in our sole discretion.