AWS MANAGED SERVICES SERVICE LEVEL AGREEMENT

Last updated: December 07, 2023

This AWS Managed Services Service Level Agreement ("SLA") is a policy governing the use of AWS Managed Services ("AMS"), including AMS Advanced and AMS Accelerate, and applies separately to each account using AWS Managed Services. In the event of a conflict between the terms of this SLA and the terms of the AWS Customer Agreement or other agreement with us governing your use of our Services (the "Agreement"), the terms and conditions of this SLA apply, but only to the extent of such conflict. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Agreement.

Service Commitments

AWS will use commercially reasonable efforts to meet the following Service Commitments:

- **Incident Response Time** – Once an Incident is reported by you, AWS Managed Services will send an initial response to you concerning the Incident via the AMS console, e-mail, or telephone within the timeframes set out in the Service Commitment & Credit Table ("SCCT") below.
- **Incident Restoration/Resolution Time** – AWS Managed Services will Restore or Resolve Incidents reported by AWS Managed Services or you within the timeframes set out in the SCCT below.
- **AWS Console/API Availability** - AWS will make the AMS console and AMS APIs available as set out in the SCCT below.
- **Patch Management** – AWS Managed Services will attempt to apply or install new updates to EC2 instances and provision AWS Managed Services AMIs with new updates, as applicable, within your Managed Environment as set out in the SCCT below. This Service Commitment only applies to vendor updates for supported operating systems and software pre-installed with supported operating systems. A list of supported operating systems for AMS Advanced and AMS Accelerate is available in the AWS Managed Services Documentation.
- **Environment Recovery Initiation Time**– AWS will initiate a customer-authorized Environment Recovery, as needed, within the timeframes set out in the SCCT below.

In the event AWS Managed Services does not meet a Service Commitment in Conformance with the Service Commitment & Credit Table, you will be eligible to receive a **Service Credit** as described below.

Service Commitment & Credit Table (SCCT)

Service Commitment Category	Key Performance Indicator	Service Commitment[1]			Conformance	Service Credits***
		AMS Accelerate	AMS Advanced			
			Plus Tier	Premium Tier		
Incident Management - Response Time*	1. Priority 1 Incident	<=15 min	<=4 hours	<=15 min	95%	3%
	2. Priority 2 Incident	<=4 hours	<=8 hours	<=2 hours	95%	2%
	3. Priority 3 Incident	<=12 hours	<=24 hours	<=8 hours	90%	1%
Incident Management – Restoration/Resolution Time*	4. Priority 1 Incident	<=4 hours Restoration	<=12 hours Resolution	<=4 hours Resolution	95%	6%
	5. Priority 2 Incident	<=8 hours Restoration	<=24 hours Resolution	<=8 hours Resolution	95%	4%
	6. Priority 3 Incident	<=24 hours Restoration	<=48 hours Resolution	<=24 hours Resolution	90%	2%
AMS API and Console Availability**	7. API Availability Percentage	N/A	>=99.90%	>=99.90%	99%	0.5%
	8. Console Availability Percentage	>=99.90%	>=99.90%	>=99.90%	99%	0.5%
Patch Management	9. Patch Compliance	>=95%	>=90%	>=95%	95%	4%
	10. Patched baseline AMS AMIs	N/A	Within 10 business days of a critical security update being available.	Within 8 calendar days of a critical security update being available.	95%	3%
Continuity Management - Environment Recovery	11. Environment Recovery Initiation Time	<=4 hours	<=12 hours	<=4 hours	99%	4%

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[1] References to minutes or hours within the table refer to "Business Hours" as defined in the AWS Managed Services Documentation. The AWS Managed Services Maintenance Window is excluded from all Service Commitment time calculations.

* If five (5) or more Priority 1 Incidents, caused due to application issues, are reported on any individual Stack during any rolling 30 day period, any subsequent Incidents for the same Stack will be excluded for the purposes of calculating Service Credits until AWS Managed Services determines otherwise. AWS Managed Services will escalate the issue with you in your monthly service review meetings to determine what, if any, changes are needed before the Stacks are included in Service Credit Calculations.

** API Availability Percentage and Console Availability Percentage are each calculated by subtracting from 100%, the average Unavailability rate from each five minutes period in the monthly billing cycle. The Unavailability rate is (i) the total number of Unavailable responses divided by (ii) the total number of requests for the applicable request type during the five-minute period.

*** The Service Credit is a percentage of the total monthly fee for either AMS Accelerate or AMS Advanced for the account that does not meet the Service Commitment, depending on which service the account is enrolled in.

Definitions

- "**Unavailable**" and "**Unavailability**" mean:
  - For AWS Managed Services APIs, if an HTTP request submitted by you results in a 5xx HTTP response (where "x" represents any single digit number).
  - For AWS Managed Services console, if an HTTP request submitted by you results in a 5xx HTTP response (where "x" represents any single digit number).
  - For AWS resources, if any of the AWS Services that constitute the resource(s) are in a state of "Service Disruption" as indicated in http://status.aws.amazon.com/.
  - Unavailability resulting directly or indirectly from an AWS Managed Services Exclusion will not be considered in determining eligibility for Service Credits.
  - Services are considered available unless they meet the criteria for being Unavailable.
- The "**AWS Managed Services Maintenance Window**" or "**Maintenance Window**" is a time window to perform maintenance activities in the customer account. AWS Managed Services may request a Maintenance Window by providing 48 hours' notice.
- "**Incident Resolution**" or "**Resolved**" Incident means that either (1) AWS Managed Services has restored all Unavailable services or resources pertaining to that Incident to an available state, or (2) where AWS Managed Services determines that Unavailable resource(s) cannot be restored to an available state, and AWS Managed Services has initiated a customer-authorized Incident Restore. If you do not authorize an Incident Restore as recommended by AWS when an Incident Restore will bring all the resources pertaining to that Incident to an available state, you will not be eligible for a Service Credit for the associated Incident Resolution Time Service Commitment.
- "**Incident Restore**" means initiating a data restore of impacted resources based on their last known restore point in AWS Backup. Ephemeral data that is not part of the backup will be lost. AWS Managed Services will use reasonable efforts to perform an Incident Restore while AWS Services are Unavailable. Incident Restore is available for resources supported by AWS Backup. Incident Restore will be completed once the impacted resource(s) are available.
- "**Incident Response Time**" means the difference in time between when you create an Incident, and when AWS Managed Services provides an initial response via console, e-mail, or telephone.
- "**Incident Resolution Time**" means the difference in time between when either AWS Managed Services or you create an Incident, and when the Incident is Resolved. Time spent waiting for inputs or approvals from you is excluded from Incident Resolution Time calculations. For Incidents that AWS Managed Services creates, the Incident creation time is the time of the initial customer notification.
- "**Incident Priority**" – Incidents will be categorized by AWS Managed Services or you as either Priority 1, 2, or 3.
  - "**Priority 1**" means that either (1) the AWS Managed Services Console, or one or more AWS Managed Services APIs within your Managed Environment are Unavailable; or (2) one or more AWS Managed Services Stacks or resources within your Managed Environment are Unavailable and the Unavailability prevents your application from performing its normal function.
  - "**Priority 2**" means that an AWS service within your Managed Environment is available but is not performing as intended by AWS.
  - "**Priority 3**" includes any Incident that is not categorized as Priority 1 or Priority 2.
  - AWS Managed Services may re-categorize Incidents in accordance with the above guidelines.

- "**Patch Compliance**" means the percentage of EC2 instances in the account that have updates installed as defined per their patch baselines. Patch Compliance is calculated for EC2 instances as per the last executed patch maintenance window. EC2 instances that do not use SSM based patching, or are pending customer action for configuration changes, or the customer does not provide a patch maintenance window, or are skipped due to a Patch maintenance window duration not being at least two hours duration plus an additional hour per every 50 instances, are excluded from Patch Compliance

- "**Patched baseline AMS AMIs**" means publishing AWS Managed Services AMIs with critical security updates for supported operating systems. AWS Managed Services publishes monthly AMIs with vendor updates that are not subject to the Service Commitment.

- "**Environment Recovery**" – In case of Availability Zone (AZ) Unavailability in a Region used by your AWS Managed Services account, "Environment Recovery" is the process of restoring one or more AWS subnets in your Managed Environment by re-deploying existing stacks, based on templates of impacted stacks, and initiating a data restore based on a last known restore point, unless otherwise advised by the customer.

- "**Environment Recovery Initiation Time**" means the difference in time between when you request or authorize an Environment Recovery and the time AWS Managed Services initiates the Environment Recovery process. Time spent waiting for inputs or approvals from you is excluded from Environment Recovery Initiation Time calculations.

- "**Conformance**" is the percentage of times that AWS Managed Services must meet a Service Commitment in any monthly billing cycle. If AWS Managed Services does not meet the Conformance percentage for any Service Commitment, you will be eligible for a Service Credit.
  - For the purpose of determining Conformance for the Patch Management Service Commitment, each release of an update or multiple updates released simultaneously by an AWS Managed Services-supported operating system vendor will be considered as a single update.

- A "**Service Credit**" is a dollar credit, calculated as set forth below, that we may credit back to an eligible AWS Managed Services account.

- "**Business Hours**" refers to the hours in local customer time that AWS Managed Services will work on all customer requests. Business Hours for Plus and Premium SLA Tiers are defined in the AWS Managed Services Documentation.

Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments made for on boarding) for AWS Managed Services for the monthly billing cycle and AMS Account in which the Service Commitment was not met in accordance with the Service Commitment & Credit Table and as further specified below:

- The Service Credit percent indicated in the SCCT may only be recovered once per monthly billing cycle for each Service Commitment.
- Separately reported Incidents that have the same Incident Resolution will be combined into one Incident for the purposes of calculating Service Credits. If Incidents are combined, Service Credits will be due for the individual Incident that provides the highest Service Credits for the customer.

We will apply any Service Credits only against future AWS Managed Services payments otherwise due from you. At our discretion, we may issue the Service Credit to the credit card you used to pay for the billing cycle in which the Service Commitment was not met. Service Credits will 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 Agreement, your sole and exclusive remedy for any Unavailability, non-performance, or other failure by us to provide AWS Managed Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Notwithstanding the above, Service Credits may not individually or cumulatively exceed 30% of the total charges paid by you for AWS Managed Services on any individual account for the billing cycle in which the Service Commitment(s) was not met.

Credit Request and Payment Process

To receive a Service Credit, you must submit a claim by opening a service request in the AWS Managed Services Console. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the Service Commitment was not met and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each time you are claiming that Service Commitment was not met; and
3. your request logs and other documents that corroborate your claim (any confidential or sensitive information in these logs and other documents should be removed or replaced with asterisks).

Once we review your Service Credit Request and confirm your eligibility, we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitments do not apply to any Unavailability, suspension, or termination of AWS Managed Services, or any other AWS Managed Services performance issues: (i) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of AWS Managed Services; (ii) that result from any actions or inactions of you or any third party, including your decision to postpone or not to authorize AWS Managed Services to perform or implement a change, update, patch, or other action recommended by AWS Managed Services; (iii) that result from you not following the guidelines and best practices described in the AWS Managed Services Documentation on the AWS Site; (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) arising from our suspension and termination of your right to use AWS Managed Services in accordance with the Agreement; (vi) that result from resources developed using non-AWS Managed Services approved AMIs; (vii) that result from the Unavailability or degraded performance of AWS Service Offerings; (viii) that result from unauthorized use of account credentials by you or any third party (collectively, the "AWS Managed Services SLA Exclusions"). SLAs are not applicable once off-boarding assistance commences following the termination of AWS Managed Services. If availability is impacted by factors other than those included herein, then we may issue a Service Credit considering such factors at our discretion.