App Engine Service Level Agreement (SLA)

<u>Terms of Service</u> (https://cloud.google.com/appengine/terms) | <u>Acceptable Use Policies</u> (https://cloud.google.com/appengine/program_policies) | <u>Service Level Agreement (SLA)</u>

During the Term of the Google App Engine License Agreement, the Google App Engine and Google Cloud SQL License Agreement, Google Cloud Platform License Agreement, or Google Cloud Platform Reseller Agreement (as applicable, the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer of at least 99.95% (the "Service Level Objective" or "SLO"). If Google does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. If the Agreement is the Google Cloud Platform Reseller Agreement, then all references to "Customer" in this SLA mean "Reseller," and any Financial Credit(s) will only apply for impacted Reseller order(s) under the Agreement.

Definitions. The following definitions apply to the Google App Engine SLA:

- "Covered Service" means the components of the Service listed at the following URL: https://cloud.google.com/appengine/sla_error_rate
 <a href="https://cloud.google.com/appengine/sla_error_rat
- "Downtime" means more than a ten percent Error Rate for any Eligible Application.
- "Downtime Period" means, for an Application, a period of five consecutive minutes of Downtime. Intermittent Downtime for a period of less than five minutes will not be counted towards any Downtime Periods.
- "Eligible Application" means an Application that has been created by Customer using the High Replication Datastore setting.
- "Error rate" for the Service is defined with the Covered Services.
- "Financial Credit" means the following:

Monthly Uptime Percentage	Percentage of monthly bill for Covered Service which does not meet SLO that will be credited to future monthly bills of Customer
99.00% – < 99.95%	10%
95.00% – < 99.00%	25%
< 95.00%	50%

• "Monthly Uptime Percentage" means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

Customer Must Request Financial Credit. In order to receive any of the Financial Credits described above, Customer must notify Google technical support (https://support.google.com/cloud/contact/cloud_platform_sla) within thirty days from the time Customer becomes eligible to receive a Financial Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Financial Credit.

Maximum Financial Credit. The aggregate maximum number of Financial Credits to be issued by Google to Customer for any and all Downtime Periods that occur in a single billing month will not exceed 50% of the amount due by Customer for the use of the Covered Service for the Eligible Application for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within 60 days after the Financial Credit was requested.

<u>SLA Exclusions</u>. The SLA does not apply to any: (a) features designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features excluded from the SLA (in the associated Documentation), or (c) errors: (i) caused by factors outside of Google's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from Eligible Applications that are being limited by quotas listed in the Admin Console.

Version: 1.1

Except as otherwise noted, the content of this page is licensed under the <u>Creative Commons Attribution 3.0</u>
<u>License</u> (http://creativecommons.org/licenses/by/3.0/), and code samples are licensed under the <u>Apache</u>
<u>2.0 License</u> (http://www.apache.org/licenses/LICENSE-2.0). For details, see our <u>Site Policies</u>
(https://cloud.google.com/site-policies).

Last updated November 30, 2015.