Google Cloud SQL SLA

During the term of the Google Cloud Platform License Agreement, Google Cloud Storage, Google Prediction API, Google BigQuery Service, Google Cloud SQL and Google Compute Engine 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 SLA.

- **"Covered Service"** means Google Cloud SQL First Generation.

- **"Downtime"** means more than a twenty percent Error Rate. Downtime is measured based on server side Error Rate.

- **"Downtime Period"** means a period of one consecutive minute of Downtime in which at least five connection attempts are made with no concurrently open connections. Intermittent Downtime for a period of less than one minute will not be counted towards any Downtime Periods.

- **"Error Rate"** means the number of Valid Requests to open a connection that fail to open a connection, divided by the total number of Valid Requests during that period.

- **"Financial Credit"** means the following for the Covered Services (except as otherwise set forth below):

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
99.0% - < 99.95%	10%
95.0% - < 99.0%	25%
< 95.0%	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.

- **"Valid Requests"** are requests that conform to the Documentation, and that would normally result in a non-error response.

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 applicable Covered Service 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.

SLA Exclusions

The SLA does not apply to any: (a) features or Services designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features or Services excluded from the

SLA (in the associated Documentation), (c) features or Services that have been deprecated; or (d) 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; (iv) that resulted from quotas listed in the Documentation; or (v) that resulted from Customer's restart of an Instance.