

Amazon Compute Service Level Agreement

Last Updated: March 19, 2019

This Amazon Compute Service Level Agreement (this “SLA”) is a policy governing the use of the Included Services (listed below) and applies separately to each account using the Included 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.

Included Services

- Amazon Elastic Compute Cloud (Amazon EC2)*
- Amazon Elastic Block Store (Amazon EBS)
- Amazon Elastic Container Service (Amazon ECS)
- Amazon Fargate for Amazon ECS (Amazon Fargate)

*For purposes of this SLA, Amazon EC2 includes any Amazon Elastic Graphics, Amazon Elastic Inference, and Elastic IP Address resources purchased with the relevant Amazon EC2 instance(s).

General Service Commitment

AWS will use commercially reasonable efforts to make the Included Services each available for each AWS region with a Monthly Uptime Percentage of at least 99.99%, in each case during any monthly billing cycle (the “Service Commitment”). In the event any of the Included Services do not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

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 Reserved Instances) for the individual Included Service in the affected AWS region for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage

Less than 99.99% but equal to or greater than 99.0%

Less than 99.0% but equal to or greater than 95.0%

Less than 95.0%

We will apply any Service Credits only against future payments for the applicable Included Service 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 Unavailability occurred. 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.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case in the AWS Support Center. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words “SLA Credit Request” in the subject line;
2. the dates, times, and affected AWS region of each Unavailability incident that you are claiming;
3. the resource IDs for the affected Included Service ; and
4. your 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).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then 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. Unless otherwise provided in the Agreement, this SLA sets forth your sole and exclusive remedies, and AWS’ sole and exclusive obligations, for any unavailability, non-performance, or other failure by us to provide the Included Services.

Single EC2 Instances

AWS will use commercially reasonable efforts to ensure that each individual Amazon EC2 instance (“Single EC2 Instance”) has an Hourly Uptime Percentage of at least 90% of the time in which that Single EC2 Instance is deployed during each clock hour (the “Hourly Commitment”). In the event any Single EC2 Instance does not meet the Hourly Commitment, you will not be charged for that instance hour of Single EC2 Instance usage.

Amazon Compute SLA Exclusions

The Service Commitment and Hourly Commitment do not apply to any unavailability, suspension or termination an Included Service, or any other Included Service 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 the applicable Included Service; (ii) that result from any actions or inactions of you or any third party, including failure to acknowledge a recovery volume; (iii) 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); or (iv) arising from our suspension or termination of your right to use the applicable Included Service in accordance with the Agreement (collectively, the “Amazon Compute SLA Exclusions”). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

Definitions

- “Availability Zone” and “AZ” mean an isolated location within an AWS region identified by a letter identifier following the AWS region code (e.g., us-west-1a).

- “Hourly Uptime Percentage” is calculated by subtracting from 100% the percentage of deployed minutes during any clock hour in which a Single EC2 Instance was in a state of Unavailability. Hourly Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any Amazon Compute SLA Exclusion
- “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which any of the Included Services, as applicable, was in the state of Unavailability. Monthly Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any Amazon Compute SLA Exclusion.
- A “Service Credit” is a dollar credit, calculated as set forth above, that we may credit back to an eligible account.
- “Unavailable” and “Unavailability” mean:
 - o For Single EC2 Instances, when your Single EC2 Instance has no external connectivity.
 - o For Amazon EC2 (other than Single EC2 Instances), Amazon ECS, or Amazon Fargate, when all of your running instances or running tasks, as applicable, deployed in two or more AZs in the same AWS region (or, if there is only one AZ in the AWS region, that AZ and an AZ in another AWS region) concurrently have no external connectivity.
 - o For Amazon EBS, when all of your attached volumes deployed in two or more AZs in the same AWS region (or, if there is only one AZ in the AWS region, that AZ and an AZ in another AWS region) perform zero read write IO, with pending IO in the queue.