



## SPECIAL TERMS FOR VMWARE SUCCESS 360™ FOR TELECOM

*Last updated: 13-January-2023*

### Restoration, Restoration Time, and Response Time

**“Restoration”** means the time at which the earlier of the following occurs: (a) the Software is returned to full functionality as compared to the functionality before the issue occurred, or (b) a temporary repair to the Software is performed which allows the Software to be used without any degraded functionality. Software means software on the VMware price list.

**“Restoration Time”** means the period that starts at the end of Response Time and ends at Restoration. Restoration Time excludes any time during which: (1) Customer collects and provides any data or materials requested by VMware to troubleshoot the problem, (2) Customer has not provided to VMware sufficient remote access to a network so that VMware can carry out Restoration services, or (3) there are other delays caused by reasons beyond VMware’s reasonable control.

**“Response Time”** means the period that starts either (1) when VMware receives a Customer support request via web tools, or (2) when VMware generates a service request case in response to a Customer request by phone, and ends when VMware contacts the Customer by phone or via WebEx to begin remote diagnostics to identify the fault.

### Program Maintenance Requirements

In addition to maintaining Program Eligibility Requirements as stated in the Success 360 for Telecom Datasheet, the Customer will satisfy the following requirements at all times during the services period:

- Customer will deploy its VMware Telco Cloud platform in accordance with the applicable reference architecture, and promptly notify VMware of any architectural changes to VMware Telco Cloud platform; a supportability assessment will be performed by the VMware Success 360 Support for Telecom team. Compliance with the appropriate reference architecture is a requirement for penalty-backed SLAs.
- Customer must have an industry-standard deployment process (ITIL or the equivalent) in place that includes a structured project management approach. This process covers items such as high-level design, low-level design, testing in a pre-production environment acceptance test plans and stability periods for new Telco Cloud platforms.
- Customer will install the same versions of component software as those included in the applicable VMware Telco Cloud release notes and comply with its published patching policy.
- Customer must have an industry-standard change management process in place for existing platforms.
- Customer will engage personnel who are VMware Certified Professionals (“VCP”) to manage the VMware Telco Cloud platform and work with VMware support personnel in resolving the service requests. Customer’s personnel should have the required access and permissions to the VMware Telco Cloud platform to effectively troubleshoot the reported issue;

- Customer will have a disaster recovery environment in place that is tested every six months;
- Customer will have redundancy built in at both the hardware and the application layers that will allow for services to be failed over to an alternative host or location and to continue to operate with the same level of functionality; and
- For Distributed Unit (DU) workloads, the hardware that the DUs run on must be validated by both VMware and the RAN ISV before a support call will be accepted.
- Penalty-backed SLAs for VMware Telco Cloud Platform Public Cloud are only available for the use cases documented in the [VMware Telco Cloud Platform Public Cloud Deployment Guide](#).
- VMware Success 360 for Telecom penalty-backed SLAs are valid only through the End of General Support (EOGS) date, per product, as outlined in the [VMware Product Lifecycle Matrix](#).
- Customer will act as the single point of contact if VMware is required to work with Customer's other vendors in connection with the Restoration.

If the Customer does not satisfy all of the above requirements at all times during the services period, the Customer cannot be eligible for Remedy.

### **Remedy and Exclusions from the Remedy**

In each one-year period of the services period, beginning on the service start date and (if applicable) upon each anniversary date, VMware will: (1) meet the Response Time specified in Success 360 for Telecom Datasheet for 100% of Customer's support requests during that period, and (2) meet the Restoration Time specified in Success 360 for Telecom Datasheet for 80% of Customer's support requests that require Restoration during that period. The VMware Report System will measure these rates for Response Time and Restoration Time as of the end of each applicable one-year period of the services period.

If, as of the end of each applicable one-year period of the services period, VMware has not met: (A) the Response Time rate as specified in this special terms, or (B) the Restoration Time rate as specified in this special terms when Customer has submitted at least 10 service requests that required Restoration during the applicable one-year period, or (C) both the Response Time and the Restoration Time rates specified in (A) and (B), as measured by the VMware Report System, then as a sole and exclusive remedy, Customer will receive from VMware services credit in an amount equal to 5% of the total fees paid to VMware for Customer's Success 360 for Telecom for the applicable one-year period (the "Remedy"). This Remedy will not include any portion of any fees paid by Customer for Production Support services. If Customer is eligible for the Remedy, VMware will issue service credits that can be applied towards a future invoice for a Success 360 for Telecom purchase. If your services period expires or is terminated prior to the issuance of service credits, the service credit will become void as of the date of the expiration or termination.

The Customer is not entitled to any Remedy if any Customer service request involves a failure or problem caused by any use or access to the Software by any person: (1) who is either not a VMware Certified Professional or not authorized by Customer for that use or access; or (2) in a manner not authorized by VMware's licensing term for the Software or other applicable documentation.