Service Level Agreement for VMware Carbon Black Cloud™ and VMware Carbon Black® Hosted EDR™ Service Offerings

Dated as of: 15 January 2020

VMware Carbon Black Cloud and VMware Carbon Black® Hosted EDR™ service offerings (each, as applicable, a “Service”) are cloud-based Endpoint security services.

VMware warrants that a Service will perform in accordance with and subject to this Service Level Agreement (“SLA”), which sets forth a customer’s sole and exclusive remedy for any breach of this warranty.

Availability

VMware will use commercially reasonable efforts to ensure that, during any given month of the Subscription Term, a Service achieves 100% Availability (as defined below). If the Availability Percentage (as defined below) during a given month is less than 99.9%, a customer will be eligible for a credit as provided below (“Service Credit”). This SLA applies only to a customer’s production environment of the Service, and not to any non-production environment, including, without limitation, testing, staging, evaluation, or proof of concept.

Unless otherwise provided in this SLA, this SLA is subject to the terms of the Agreement as defined in the Terms of Service. Capitalized terms not defined in this SLA will have the meaning specified in the Agreement.

Definitions

“Available” or “Availability” means when the user interface for the Service can be logged into. Availability excludes any period of time that the Service cannot be logged into due to: (i) a failure between the customer’s computing environment, computer(s), or system(s) and the Internet; (ii) factors outside of VMware’s reasonable control; (iii) any action or inaction of Customer or a Customer user, administrator, or anyone acting on behalf of Customer; or (iv) scheduled maintenance periods and necessary but unscheduled Emergency Maintenance.

“Availability Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which a Service was not Available.

“Emergency Maintenance” is unscheduled maintenance that is necessary, in VMware’s reasonable judgment, to address a recently-discovered issue in the Service that could, if left unresolved, materially threaten the security or usability of the Service, Customer Data, or the customer’s systems.

“Maintenance” is the scheduled or unscheduled time where a Service will be updated in order to deploy enhancements or fix issues. If the Service will not be Available for more than eight (8) hours in a given month as a result of scheduled Maintenance, VMware will notify the customer at least thirty (30) days in advance. In any case prior to performing scheduled Maintenance which is expected to result in the Service not being Available, VMware will notify the customer twenty-four (24) hours in advance. In the event of Emergency Maintenance, VMware will notify the customer as soon as practical if the Service is expected to not be Available. All notices under this SLA will be provided to the customer via the VMware Carbon Black User Exchange customer community.

“Monthly Service Fee” is the fee applicable to a month of the Service, and is calculated by taking the annual subscription fee for the Service and dividing by 12.
“Service Credit” is a percentage credit applicable against the Monthly Service Fee, based on the actual Availability Percentage during the applicable month as detailed in the following table:

<table>
<thead>
<tr>
<th>Availability Percentage</th>
<th>Service Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.5% or over, but below 99.9%</td>
<td>5%</td>
</tr>
<tr>
<td>97% or over but below 99.5%</td>
<td>10%</td>
</tr>
<tr>
<td>95% or over but below 97%</td>
<td>25%</td>
</tr>
<tr>
<td>Below 95%</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Service Credit Request**

To request a Service Credit, a customer must file a support request at https://my.vmware.com within thirty (30) days after the Service was first not Available in the month in question. The claim must include:

- the words “SLA Service Credit Request” in the subject line; and
- the dates and times of each period during which the Service was not Available in the month in question and for which Customer is claiming the Service Credit.

Upon receipt of a claim for a Service Credit, VMware will use reasonable efforts to confirm the claim. If the claim is confirmed by VMware, based on VMware’s data and records, then VMware will approve the Service Credit. Customer may not claim more than one Service Credit for any month.

A customer may apply the Service Credits only to its future payments for the Service that is the basis for the Service Credit. Service Credits will not entitle Customer to any refund or other payment from VMware and cannot be applied towards other VMware products or service offerings. Service Credits may not be transferred or applied to any other account. Service Credits will expire twelve (12) months after issuance or when the Subscription Term for the Service expires or terminates, whichever first occurs.