

Service Level Agreement

VMware Cloud Director service

Dated: 10 January 2022

This Service Level Agreement (“SLA”) is subject to the VMware Cloud Service Offerings Terms of Service and the Service Description for the VMware Cloud Director service (the “Service Offering”) found at <https://www.vmware.com/download/eula.html>. Capitalized terms not defined in this SLA will have the meanings specified in the Terms of Service and the Service Description. We reserve the right to change the terms of this SLA in accordance with the Terms of Service.

Availability

VMware will use commercially reasonable efforts to ensure that the Service Offering is available during a given billing month equal to the “Availability Commitment” specified in the table below.

Service	Availability Commitment
Cloud Director service	99.9%

If the Availability of the Service Offering is less than the Availability Commitment, then you may request an SLA Credit. Availability in a given billing month is calculated according to the following formula:

“Availability” = $([\text{total minutes in a billing month} - \text{total minutes Unavailable}] / \text{total minutes in a billing month}) \times 100$

Unavailability and SLA Events

The Service Offering will be considered “Unavailable”, subject to the Service Level Agreement Limitations set forth below, if VMware’s monitoring tools determine one of the following events (each, an “SLA Event”) has occurred.

The total minutes that the Service Offering is Unavailable for a particular SLA Event is measured from the time that VMware validates the SLA Event has occurred, as defined below, until the time that VMware resolves the SLA Event such that the Service Offering is Available to you.

If two or more SLA Events occur simultaneously, the SLA Event with the longest duration will be used to determine the total minutes Unavailable.

Each of the following will be considered an SLA Event for the Service Offering:

- A user cannot successfully authenticate and access the user interface of the Service Offering for more than five (5) consecutive minutes (excluding failures to authenticate or access resulting from an issue on the customer’s network or authentication service, if applicable).
- A user is unable to access the Service Offering portal due to the services being down.

Availability of the Service Offering is dependent on and subject to availability of the public cloud infrastructure on which the Service Offering is hosted. Availability of the public cloud infrastructure is not covered by the service availability metrics set forth in this Service Level Agreement. If the public cloud infrastructure is unavailable, and therefore the Service Offering is unavailable, your

sole recourse pursuant to the Agreement is to us, and not to the public cloud infrastructure provider, unless you have a separate agreement with the public cloud infrastructure provider.

SLA Credits

Each “SLA Credit” is an amount equal to a portion of the of the monthly recurring or metered subscription amount (net of any discounts) for the billing month in which the SLA event occurred. Only one SLA Credit for the Service Offering will be issued per month

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	5%
Less than 99.0%	15%

Service Level Agreement Limitations

The following will be excluded from any time-based calculations related to the service component being Unavailable:

- (i) scheduled maintenance where you have been notified at least 24 hours in advance,
- (ii) recurring or zero-impact maintenance that is generally applicable to all customers,
- (iii) your misuse of the Service Offering or any component of the Service Offering,
- (iv) force majeure events, denial of service attacks, viruses, or hacking attacks for which there is no commercially reasonable known solution, or any other events that are not within our control or that could not have been avoided with commercially reasonable care,
- (v) acts or orders of government,
- (vi) packet loss, network or internet problems beyond VMware’s border router supporting our public internet connectivity, or
- (vii) bugs in code or services for which there is no commercially reasonable known fix (even if there is a known workaround).

You will not be eligible to receive an SLA Credit if:

- (a) you are delinquent on any payments for the Service Offering,
- (b) your access to/use of the Service Offering is suspended pursuant to the Terms of Service during the time of the SLA Event, or
- (c) the SLA Event was due to your failure to meet your security responsibilities as set forth in the Agreement.
- (d) You are more than n-3 version levels behind on the Service Offering.

VMware’s monitoring tools, data, and records will be the sole source of information used to track and validate Availability. Upon request, VMware will provide to you, within 45 days after a confirmed SLA Event, a copy of the Availability report that VMware makes generally available to customers.

Service Level Agreement Claims

To request an SLA Credit, you must file a support request at <https://my.vmware.com> within thirty (30) days [after the suspected SLA Event. VMware will review the request and issue an SLA Credit when VMware validates the SLA Event based on VMware’s data and records.

SLA Credits will be issued to the person or entity that VMware invoices for the Service Offering, as a separate credit memo that can be applied towards a future invoice for the Service Offering. If your subscription term for the Service Offering expires or is terminated prior to the issuance of a Service Credit, the Service Credit will become void as of the date of the expiration or termination. The Service Credits specified in this SLA are your sole and exclusive remedies for any SLA Events occurring during your subscription term for the Service Offering or for any other claim in connection with this SLA.