

Service Level Agreement

VMware Cloud Disaster Recovery™



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This Service Level Agreement (“SLA”) is subject to the VMware Cloud Service Offerings Terms of Service and the Service Description for the VMware Cloud Disaster Recovery™ service offering (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
VMware Cloud Disaster Recovery	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” = ([total minutes in a billing month – total minutes Unavailable] / total minutes in a billing month) x 100

Disaster Recovery Failover

VMware will use commercially reasonable efforts to ensure that a Disaster Recovery Failover (“DR Failover”) will meet the specified Recovery Time Objective (“RTO”) specified in the table below. “RTO” means the period of time beginning when the customer initiates a failover of a vSphere workload protected by VMware Cloud DR to the time when that workload starts powering on in a recovery SDDC.

Service	Recovery Time Objective
DR Failover	< 2 hours

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:

- Your VMware Cloud Disaster Recovery user interface is inaccessible for ten consecutive minutes.
- Your retained cloud backups in VMware Cloud Disaster Recovery are inaccessible for ten consecutive minutes.
- You are unable to create or modify protection groups and disaster recovery (DR) plans in VMware Cloud Disaster Recovery for ten consecutive minutes.

- You are unable to initiate a DR plan as a test or failover in VMware Cloud Disaster Recovery for ten consecutive minutes.
- You are unable to initiate deployment of a recovery SDDC using VMware Cloud Disaster Recovery for ten consecutive minutes, even though VMware Cloud on AWS host capacity is available in the region.
- None of your recovered virtual machines running directly off the Scale-Out Cloud File System (“SCFS”) can access the virtual disk storage on the SCFS for ten consecutive minutes.

Availability of the Service Offering is dependent on and subject to availability of the underlying services on which the Service Offering is hosted. Availability of the underlying services is not covered by the service availability metrics set forth in this Service Level Agreement. If the underlying services are unavailable, and therefore the Service Offering is unavailable, your sole recourse pursuant to the Agreement is to VMware.

Requirements

To be eligible to receive any SLA Credits for an SLA Event, you must meet the following requirements:

- You must ensure that your environment meets all pre-requisites for deployment and use of the Service Offering as explained in the technical documentation, including but not limited to outbound network connectivity from your protected site and the configuration of an unexpired and properly scoped API token within the user interface of the Service Offering.
- You must not modify the settings of the SDDC used for recovery of your virtual machines in a manner that disrupts the functionality of the Service Offering (e.g., changing the firewall configuration to interrupt access from the SDDC to the SCFS or Orchestrator components, attempting to unmount the Network File System (“NFS”) datastores provisioned by the Service Offering, etc.). Please refer to this documentation page for guidance related to this: <https://vcd.r.vmware.com/docs/Content/vcdr/maintain-sddc-settings.htm>
- You must not use the vSphere Client, vSphere APIs, or any method other than the interfaces provided by the Service Offering to create and power on virtual machines directly on the NFS datastore created by the Service Offering on the recovery SDDC.
- There must be sufficient capacity on the recovery SDDC and recovery cluster(s) to support starting a virtual machine.

SLA Credits

Each “SLA Credit” is an amount equal to the specified percentage of the per-TiB and the per-virtual machine charges (net of any discounts) charged for the billing month in which the SLA event occurred, as specified in the following table:

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

Recovery Time Objective for DR Failover	SLA Credit Percentage
< 2 hours	100%

NOTE: To calculate the SLA Credit amount, VMware Cloud on AWS host charges are not considered. You may be able to separately claim SLA Credits for VMware Cloud on AWS subject to the terms and conditions in the VMware Cloud on AWS Service Level Agreement available at:

<https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/support/vmw-cloud-aws-service-level-agreement.pdf>

Service Level Agreement Limitations

Availability:

The following will be excluded from any time-based calculations related to the Service Offering 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 a service component,
- (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).

RTO:

The following will be excluded from any calculations related to the RTO:

- (i) time associated with customer's manual action or execution of custom script,
- (ii) time associated with any customization defined by the customer, such as IP customization,
- (iii) time required to boot up virtual machines, or
- (iv) any wait time for availability of VMware Cloud on AWS host capacity.

Eligibility:

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

- (a) you are delinquent on any payments for the Service Offering, or
- (b) the SLA Event was due to your failure to meet your security responsibilities as set forth in the Agreement.

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 or the alleged RTO failure. VMware will review the request and issue an SLA Credit when VMware validates the SLA Event or RTO failure 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 or any failure to meet the RTO occurring during your subscription term for the Service Offering or for any other claim in connection with this SLA.