

# Service Level Agreement

## VMware Cloud Flex Storage™



This Service Level Agreement (“SLA”) for the VMware Cloud Flex Storage™ cloud service offering (the “Service”) is subject to the VMware General Terms, the VMware Cloud Services Exhibit, and the VMware Cloud Services Guide found at: <https://www.vmware.com/agreements.html> (collectively, the “Agreement”). Capitalized terms not defined in this SLA will have the meanings specified in the Agreement. We reserve the right to change the terms of this SLA in accordance with the Agreement.

### 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 (single availability zone)
VMware Cloud Flex Storage	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.

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

- None of your virtual machines can access a VMware Cloud Flex Storage datastore for four 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.
- You must not have initiated a datastore unmount or delete operation prior to or during the SLA event.

- You must not have mounted a datastore through any method (UI, API, CLI) other than the interfaces provided by the Service Offering.
- There must be sufficient storage capacity on the VMware Cloud Flex Storage datastore(s) mounted to your SDDC to start and run virtual machines.

## SLA Credits

Each “SLA Credit” is an amount equal to a portion of the monthly recurring or metered subscription amount (net of any discounts) charged for the Service Offering 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%

To calculate the SLA Credits for the Service Offering, only the per-GiB charges applicable to the Service Offering are considered whereas 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 here:

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

## Service Level Agreement Limitations

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).

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. 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.