



# Service Level Agreement

## VMware Workspace ONE®, VMware Horizon® Service VMware RemoteHelp™

Updated: 25 January 2021

This Service Level Agreement (“**SLA**”) for the above VMware cloud service offerings (each, a “**Service Offering**”) is subject to VMware’s Terms of Service for cloud service offerings, found through a link at <https://www.vmware.com/download/eula.html>. Capitalized terms not defined in this SLA have the meanings specified in the Terms of Service. We reserve the right to change the terms of this SLA as provided in the Terms of Service.

### Availability

VMware will use commercially reasonable efforts to ensure that each component of a Service Offering (“**Service Component**”) listed in the Per Service Component Availability chart below maintains at least 99.9% Availability (the “**Availability Commitment**”) during a given billing period. For purposes of this SLA, the billing period will be deemed to be a calendar month, unless otherwise specified in the applicable Service Description.

For the Workspace ONE service offering, see the Workspace ONE edition comparison table, at <https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/products/workspace-one/workspace-one-editions-comparison.pdf> for guidance on the Service Components included in your purchased Workspace ONE edition.

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

Availability = ([total minutes in a calendar month – total minutes Unavailable] / total minutes in that calendar month) x 100

### Per Service Component Availability

A service component will be considered “**Unavailable**”, subject to the Service Level Agreement Limitations set forth below, if VMware’s monitoring tools determine that VMware is not providing the following Monthly Availability Measurements (each occurrence, an “SLA Event”):

| Service Component                                     | Monthly “Availability” Measurement   |
|---|--|
| VMware Workspace ONE® UEM                             | Administrators and users are able to login to the service with their correct credentials |
| VMware Workspace ONE® Access™                         | Users are able to login and access their applications through the service                |
| VMware Workspace ONE® Intelligence™                   | Administrators can access the Workspace ONE Intelligence console                         |
| VMware Workspace ONE® Intelligence™ for Consumer Apps | Administrators can access the Workspace ONE Intelligence console                         |

| Service Component  | Monthly “Availability” Measurement   |
|--|--|
| <b>VMware Workspace ONE® Assist™</b>                     | Administrators are able to use the Workspace ONE UEM console to connect to enrolled and network connected remote devices through the service<br><br>Workspace ONE UEM enrolled devices with a network connection are able to successfully enroll with the Workspace ONE Assist service |
| <b>VMware Horizon® Cloud Service™ on Microsoft Azure</b> | Administrators can access the Horizon Cloud control plane<br><br>Users can access their desktops and applications through the service  |
| <b>VMware Horizon® Cloud Service™ on IBM Cloud</b>       | Administrators can access the VMware Horizon Cloud administration console<br><br>Users can access their desktops and applications through the service  |
| <b>VMware Horizon® 7 subscription</b>                    | Administrators can access the Horizon Cloud control plane  |
| <b>VMware RemoteHelp™</b>                                | Customer service representatives are able to connect to the Service Offering console from within their CRM system and proceed with the steps to establish a remote support session with the subscriber or the end user device.   |

The total minutes that the service component 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 component is Available to you.

## HORIZON SERVICE - NOTES

For Horizon Cloud Service on IBM Cloud, vGPU Desktops and Workstations are not subject to this Service Level Agreement.

For Horizon Cloud Service on Microsoft Azure and Horizon Cloud Service on IBM Cloud, Availability of the Service Offering is dependent on and subject to the availability of the IBM Cloud or the Microsoft Azure infrastructure (each a “Cloud Provider Infrastructure”) on which the Service Offering is hosted. Availability of the Cloud Provider Infrastructure is not covered by the Availability metrics in this Service Level Agreement. If the Cloud Provider infrastructure is unavailable, and therefore the Service Offering or the Service Component is unavailable, your sole recourse under this Service Level Agreement is to us, and not to IBM or Microsoft (each a “Cloud Provider”). We may have recourse to the Cloud Provider pursuant to our separate agreement with the applicable Cloud Provider. You may have recourse to IBM pursuant to your separate agreement, if any, with IBM for IBM Cloud hosted infrastructure outside of the VMware Horizon Cloud Service on IBM Cloud.

For Horizon Cloud Service on Microsoft Azure and Horizon Cloud Service on IBM Cloud, if you cannot access a portion of your running virtual machines (that is, less than all your running virtual machines), SLA Credits will be prorated relative to the total number of virtual machines in the instance at the time of the partial SLA Event.

## SLA Credits

If the Availability of a Service Component is less than the associated Availability Commitment in a given calendar month, you may request an SLA Credit in accordance with the following table:

| Monthly Uptime Percentage                          | SLA Credit Percentage |
|--|-----------------------|
| Less than 99.9% but greater than or equal to 99.5% | 10%                   |
| Less than 99.5% but greater than or equal to 99.0% | 20%                   |
| Less than 99.0%                                    | 30%                   |

An “SLA Credit” is equal to the SLA Credit Percentage of the monthly recurring or metered subscription fees (net of any discounts) for the billing month in which the SLA event occurred.

## Service Level Agreement Limitations

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

- (1) scheduled maintenance where you have been notified at least 5 days in advance;
- (2) non-standard or emergency maintenance windows when required maintenance cannot be performed during the scheduled maintenance window due to the urgent nature of the threat or potentially negative impact of failure to perform the maintenance;
- (3) recurring or zero-impact maintenance that is generally applicable to all customers, even if you are not notified in advance;
- (4) your misuse of any of the Service Offerings or any component of them, including your failure to follow configuration requirements for the Service Offering as set forth in the Documentation, faulty input (by you), or failure to comply with the acceptable use guidelines set forth in the Terms of Service;
- (5) 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;
- (6) acts or orders of government;
- (7) packet loss, network or internet problems beyond VMware’s border router supporting our public internet connectivity;
- (8) bugs in code or services for which there is no commercially reasonable known fix (even if there is a known workaround);
- (9) any network issues caused by compromised devices or desktops with regards to virus or spyware;
- (10) your failure to implement required network configurations or changes within your control as needed for operation of any of the Service Offerings (e.g., your on-premise network, express routes, MPLS, your Microsoft Azure environment, etc.);
- (11) any issues caused by not up-to-date and non-compatible software versions of (a) software on Horizon Cloud Node, (b) VMware tool running in the desktops, (c) Software agents such as DaaS, Horizon, and User Environment Manager, (d) Horizon Client, (e) Unified Access Gateway, or (g) customer operating system configuration or installed third party software that prevents access to the Service Offering or degrades desktops’ performance, or

(12) any issues caused by any of the following not being up-to-date (a) dependent products/components such as product agents, (b) VMware tools running in the desktops, or (c) customer operating system configuration or installed third party software that prevents access to the Service Offering or degrades desktops performance; and

(13) for Horizon Cloud Service on Microsoft Azure, running non-Horizon Service workloads on the Microsoft Azure infrastructure paired with the Horizon Service.

You will not be eligible to receive an SLA Credit if: (i) your account has any delinquent payments for the Service Offering, (ii) you are in violation of Section 3 (Acceptable Use) of the Terms of Service during the time of the SLA Event, or (iii) 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 ninety (90) 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 that Service Offering instance. 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 relating to this SLA.