



Service Level Agreement

VMware Learning Platform™

Effective: 10 July 2020

This Service Level Agreement (“SLA”) is subject to the VMware Cloud Service Offerings Terms of Service and the Service Description for the VMware Learning Platform™ service offering (the “Service Offering”). 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.

The terms and conditions described in this document referring to the “Hosted Cloud Service” will not apply in the event of customer-provided infrastructure (referred to as “Bring Your Own Cloud” or “BYOC”).

Definitions

- Availability Zone – Cloud datacenter location which is infrastructure-independent and fault-isolated.
- Hosted Cloud Service – VMware-provided infrastructure distributed globally in multiple Availability Zones where lab workloads are deployed.
- Bring Your Own Cloud (“BYOC”) – Customer-provided infrastructure where lab workloads are deployed.

Availability

VMware will use commercially reasonable efforts to ensure that, during any given billing month of the Subscription Term, Availability of each component of the Service Offering (“service component”) meets the “Availability Commitment” specified in the table below.

Service	Availability Commitment
Learning Platform – Student Interface	99.9%
Learning Platform – Administration Interfaces	99.9%
Orchestration Operations	99.9%
Hosted Cloud Service (Multi-Zone)* <i>* does not apply to customer-provided infrastructure</i>	99.95%

* requires use of at least two (2) Availability Zones; if an Availability Zone becomes unavailable, redeploying labs may be required.	
Hosted Cloud Service – Single Availability Zone	99.5%

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:

- Student Interface is inaccessible for five consecutive minutes
- Administrative Interfaces are inaccessible for five consecutive minutes
- Unable to deploy student lab workloads to a single Availability Zone for five consecutive minutes*
- Unable to deploy student lab workloads to two or more Availability Zones for five consecutive minutes*

*SLA Events not measured against BYOC infrastructure.

Please Note: Failure of the Service Offering, due to one or more of the above-mentioned events, will be subject to a root cause investigation if the infrastructure is provided by the customer, or if the failure may be due to a misconfiguration of customer-created content.

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.

Requirements

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

- Events affecting customers providing their own infrastructure will be subject to a thorough investigation to determine the root cause. Results of an investigation which clearly indicate that the root cause cannot be attributed to the Service Offering will mean that the customer is not eligible to receive any SLA Credits.
- Service attributes and lab content are configured correctly for use within the Service Offering.
- Required bandwidth is available as per VMware recommendations for proper functioning of the Service Offering.

- Required capacity is available as per VMware recommendations for proper functioning of the Service Offering.

SLA Credits

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

Service Offering – Student Interface

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

Service Offering – Administration Interfaces

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

Orchestration Operations

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

Hosted Cloud Service (Multi-Zone)

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.95% but equal to or greater than 99.90%	10%
Less than 99.90%	30%

Hosted Cloud Service (Single Zone)

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

Service Level Agreement Limitations

The following will be excluded from any time-based calculations related to a 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 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,
- (b) you are in violation of Section 3 ("Acceptable Use") of 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.

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.