

Service Level Agreement

VMware Cloud™ on Dell EMC

Last updated: 28 Feb 2021

This Service Level Agreement (“SLA”) is subject to the VMware Cloud Service Offerings Terms of Service and the Service Description for the VMware Cloud™ on Dell EMC cloud 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.

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 Component	Availability Commitment
SDDC Management (VMware Cloud on Dell EMC Cloud service and portal access)	99.9%
SDDC Infrastructure (single cluster at a particular site/location)	99.9% *

* The availability commitment for the SDDC infrastructure will depend on the conditions set forth below.

Conditions

The availability commitment for the SDDC infrastructure will depend on the following conditions. If any of these conditions is triggered, VMware will not honor the availability commitment for the SDDC infrastructure:

- 1) Customer interfered with Service Offering hardware – The SDDC infrastructure is a closed box appliance and should not be interfered with. If customer personnel interfered with the infrastructure, availability commitments will not be honored until the infrastructure is restored back to the original specification. Examples of interference are: moving the infrastructure from one place to another, unplugging cables on the infrastructure, plugging in other devices/cables into the infrastructure, etc.
- 2) Customer location power loss – If there is a power loss at the customer location, VMware cannot honor the availability commitment of the SDDC infrastructure until the power is restored and the system has fully recovered (booting, stabilization, etc.).
- 3) Customer internet connection to the SDDC is disconnected for any reason (e.g., ISP connectivity is interrupted, implemented firewall policies breaks internet connectivity etc.) - Internet connectivity is critical for monitoring and troubleshooting. If there is a connectivity downtime, VMware will not be able to honor the availability commitment until the connection comes back up and we can monitor the SDDC. The connectivity downtime may have occurred as a result of customer environment network failures or customer’s ISP connectivity failure. Additionally, if there are any network firewalls in the customer environment, the configured policy should always allow outbound traffic over TCP port 443 and UDP port 2426. These ports are configured as part of day-1 operations and should remain available for the SDDC internet connectivity.

- 4) Vandalism/Theft – In the case of vandalism/theft, VMWare will not honor the availability commitment until the infrastructure has been restored back to its original state and configuration.
- 5) Acts of nature, e.g., flood, earthquake, fire – Under these circumstances, VMware will not honor the availability commitment until the site/location has been restored back to its original installation specification
- 6) Customer initiated delays in break-fix response times due to scheduling or other reasons like site access, etc.
- 7) If customer exceeds 70% of net VSAN storage utilization.
- 8) Degraded application performance due to excessive over-commit of resources (CPU, memory etc.) is not covered under this SLA.
- 9) Degraded application performance due to multiple host failures over and above what the dark capacity can support that is not caused by VMWare or the Service Offering at one time is not covered under the SLA. VMware will work within the break-fix commitment to bring the hosts back online.
- 10) The customer's site environment (thermal, air quality etc.) is outside the safe specified bounds as set forth in the Service Offering datasheet (<https://docs.vmware.com/en/VMware-Cloud-on-Dell-EMC/services/vmc.dell.emc.datasheet/GUID-9252D1FC-FE9C-4317-8EEB-4C019A21CAA9.html>)

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 month is calculated according to the following formula:

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

As an example, downtime of 10 hours in a 30-day month will result in an availability of 98.6%. If the downtime spills over to the month boundary, each month will be calculated independently from the start of the downtime to the boundary and to the next month.

Unavailability and SLA Events

A service component will be considered “Unavailable”, subject to the Service Level Agreement Limitations set forth below, if VMware’s monitoring tools determine that one of the following events (each, an “SLA Event”) has occurred. The total minutes that the service component is unavailable for a particular SLA Event is measured from the time that the SLA Event has occurred, as validated by VMware, until the time that the SLA Event is resolved such that the service component is no longer unavailable.

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 VMware Cloud on Dell EMC service:

SDDC Infrastructure:

- a) One or more of your virtual machines (“VMs”) running in a cluster does not have any connectivity over the TOR uplink (this assumes the TOR uplinks were configured as part of Day-1 deployment and the issue is in the VMware Cloud on Dell EMC infrastructure) for five consecutive minutes because of an operation done by VMware or because of an issue with VMware infrastructure (hardware or software) that causes some VMs to lose connectivity.
- b) One or more of your VMs cannot access on-board storage for five consecutive minutes because of an operation done by VMware or because of an issue with VMware infrastructure (hardware or software) that causes some VMs to not be able to access on-board storage.
- c) One or more of your VMs cannot be started for five consecutive minutes because of an operation done by VMware or because of an issue with VMware infrastructure (hardware or software) that causes some VMs to not start.

SDDC Management:

- a) Your vCenter server is inaccessible for five consecutive minutes from either the cloud or directly through the uplink connection.
- b) Your NSX manager via the NSX UI is inaccessible for five consecutive minutes.

Availability of the Service Offering is dependent on and subject to availability of the customer infrastructure like power, upstream networking, internet connectivity, favorable thermal conditions on which the Service Offering is hosted. Availability of the customer infrastructure is not covered by the service availability metrics set forth in this SLA. If the customer infrastructure is unavailable, and therefore the Service Offering is unavailable, your sole recourse pursuant to the Agreement is to us, and not to Dell or any other company.

Requirements

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

- For SDDC you must have a minimum configuration for all VM storage policy Numbers of Failures To Tolerate (FTT) = 1
- The storage capacity for the cluster retains slack space of 25% available (as described in the VMware vSAN™ storage guide)
- There must be sufficient capacity on the cluster to support starting a VM.

SLA Credits

Each “SLA Credit” is an amount equal to a portion of the monthly subscription price for the Service Offering as agreed upon at the time of starting the subscription (net of any discounts) for the month in which the SLA event occurred. For example, at the start of the subscription the negotiated price was \$360,000 for three years (36 months), then the monthly subscription price portion will be $\$360K/36 = \$10K$. The SLA credit will apply on this \$10,000 value.

If an SLA Event occurs for your SDDC Infrastructure, it applies to a cluster within the SDDC. For each SLA Event for a cluster, you are entitled to an SLA Credit proportional to the number of hosts in that cluster. For example, for an SDDC with two clusters, where the first cluster has 4 hosts and the second cluster has 6 hosts, if there is an SLA Event that affects the first cluster, then the SLA Credit would be applied to 40% of the monthly recurring subscription amount (excluding add-ons, and net of any discounts) for the month in which the SLA Event occurred.

If an SLA Event occurs for your SDDC Management, it applies to the entire SDDC. For each SLA Event for the SDDC, you are entitled to an SLA Credit for the entire SDDC for the month in which the SLA Event occurred. For example, for an SDDC with two clusters where the first cluster has 4 hosts and the second cluster has 6 hosts, if there is an SLA event that applies to the first cluster, then the SLA Credit would be applied to 100% of the monthly recurring or metered subscription amount (net of any discounts) applicable to the SDDC for the month in which the SLA Event occurred.

SDDC Infrastructure

For a cluster in a single SDDC at a site/location

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.9% but equal to or greater than 98.9%	10%
Less than 98.9%	30%

SDDC Management

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.9% but equal to or greater than 98.9%	5%
Less than 98.9%	15%

Service Level Agreement Limitations

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

- (i) Changes conforming to the “Change Management” section in the Service Description,
- (ii) zero-impact maintenance that is generally applicable to all customers,
- (iii) your use of the Service Offering or a Service Component not in accordance with this Agreement, the Terms of Service and the Service Offering Documentation,
- (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).

In addition to the requirements set forth, above, you will not be eligible to receive an SLA Credit if:

- (a) your account has any delinquent payments for the Service Offering that are undisputed and are more than 90 days past due,
- (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 sixty (60) 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 in connection with this SLA.