

Service Level Agreement

VMware vRealize® Automation Cloud™

Effective: January 13, 2020

This Service Level Agreement (“SLA”) is subject to the VMware Cloud Service Offerings Terms of Service and the Service Description for the VMware vRealize® Automation Cloud™ 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 in 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 vRealize Automation Cloud	99.90%

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.

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:

- A user cannot successfully authenticate and access the user interface of the Service Offering for more than five (5) consecutive minutes (excluding failures to authenticate or access resulting from an issue on the customer’s network or authentication service, if applicable).

Availability of the Service Offering is dependent on and subject to availability of the Amazon Web Services (“AWS”) infrastructure on which the Service Offering is hosted. Availability of the AWS infrastructure is not covered by the service availability metrics set forth in this Service Level Agreement. If the AWS infrastructure is unavailable, and therefore the Service Offering is unavailable, your sole recourse pursuant to the Agreement is to us, and not to AWS. In such

event, we have recourse to AWS pursuant to our separate agreement with AWS. You may have recourse to AWS pursuant to your separate agreement with AWS, which is required as provided in the Service Description, for any unavailability of the AWS systems.

SLA Credits

Each “SLA Credit” is an amount equal to 10% of the commit subscription amount prorated to one month, plus any additional metered consumption for the billing month in which the SLA event occurred.

If the Availability of the Service Offering is less than the Availability Commitment in a given billing month, you may request one (1) SLA Credit, and one (1) additional SLA Credit for each additional 300 minutes the Service Offering was Unavailable, up to a maximum of three (3) SLA Credits in a given billing month.

Service Level Agreement Limitations

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

- (a) your VMware Cloud Services Organization is not set up for federated identity management to use your single sign-on and identity source to sign in to VMware Cloud Services,
- (b) the SLA Event was due to failure of your single sign-on or identity source,
- (c) you are delinquent on any payments for the Service Offering,
- (d) you are in violation of Section 3 (“Acceptable Use”) of the Terms of Service during the time of the SLA Event, or
- (e) the SLA Event was due to your failure to meet your security responsibilities as set forth in the Agreement.

The following will be excluded from any time-based calculations related to the 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).

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.