Service Level Agreement

VMware SD-WAN™, VMware Secure Access™, and VMware Cloud Web Security™

Last updated: 10 June 2021

This Service Level Agreement (“SLA”) is subject to the VMware Cloud Service Offerings Terms of Service and the VMware SD-WAN Service Description 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 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 services are available during a given month equal to the “Availability Commitment” specified in the table below.

<table>
<thead>
<tr>
<th>Service</th>
<th>Availability Commitment</th>
</tr>
</thead>
<tbody>
<tr>
<td>VMware SD-WAN</td>
<td>99.99%</td>
</tr>
<tr>
<td>VMware Secure Access</td>
<td>99.90%</td>
</tr>
<tr>
<td>VMware Cloud Web Security</td>
<td>99.99%</td>
</tr>
</tbody>
</table>

Availability in a given billing month is calculated according to the following formula:

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

Unavailability and SLA Events for VMware SD-WAN

VMware SD-WAN 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 following will be considered an SLA Event for VMware SD-WAN:

- **Data Plane (“DP”) Event** is the period of time (at least one minute) that the VMware SD-WAN gateway and/or controller functionality is unable to transmit or receive packets. During a Data Plane Event, a VMware SD-WAN Edge is unable to receive or transmit IP packets as measured by the applicable VMware trouble ticket or VMware log files.
- **Control and Management Plane (“CMP”) Event** is the period of time (at least 30 seconds) that the VMware SD-WAN orchestrator is unavailable to monitor and configure the Edges.

Unavailability and SLA Events for VMware Secure Access

VMware Secure Access 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:
• Administrators and users are unable to login to VMware Secure Access with their correct credentials for at least one minute.
• Administrators are unable to use the VMware Workspace ONE® UEM console to connect to enrolled and network connected remote devices through the service for at least one minute.

Unavailability and SLA Events for VMware Cloud Web Security
VMware Cloud Web Security 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:

• any period of time (at least one minute) during which the system is unable to process requests in less than two seconds;
• any period of time (at least one minute) during which the authentication service is unable to process requests in less than eight seconds;
• any period of time (at least 30 seconds) where the management APIs/UI is unavailable.

Service Level Agreement Limitations
The total minutes that a service is Unavailable for a particular SLA Event is measured from the time that VMware validates the SLA Event has occurred, until the time that VMware resolves the SLA Event such that the service component is not unavailable to you.

All SLA Event measurements will be rounded up or down to the nearest one-minute increment, with increments equal to or greater than 30 seconds being rounded up to the next minute. Final determinations of the length of the cumulative periods of SLA Events over a calendar month shall be based on VMware’s monitoring.

The following will be excluded from any time-based calculations related to the service 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 any of the services,
(iv) improper configuration of any of the services’ redundancy by the customer,
(v) 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 VMware’s control or that could not have been avoided with commercially reasonable care,
(vi) acts or orders of government,
(vii) any failure or malfunction of equipment, applications or systems not owned or controlled by VMware or under its direction or control,
(viii) unavailability of any customer personnel required to restore the service, including as a result of the customer’s failure to provide VMware with accurate, current contact information,
(ix) emergency maintenance where, in VMware’s reasonable judgment, such maintenance cannot be performed during a scheduled maintenance window due to the urgent nature of the threat or potentially negative impact of failure to perform the maintenance.

Changing the geographic location of your associated account may need re-acquisition of services that were available to you in your previous region. Any downtime caused by this will be excluded from time-based calculations related to Unavailability.

VMware’s monitoring tools, data, and records will be the sole source of information used to track and validate Unavailability.