VMware AppDefense™
Service Level Agreement

Dated: 19 February 2019

This Service Level Agreement for the VMware AppDefense™ cloud service offering (“Service Offering”) is subject to the terms of the VMware Cloud Service Offerings Terms of Service (“Terms of Service”). Capitalized terms not defined in this document will have the meanings set forth in the Terms of Service. We reserve the right to change the terms of this Service Level Agreement as provided in the Terms of Service.

VMware will use commercially reasonable efforts to ensure that each unique AppDefense Cloud Administration Console instance purchased by you is “Available” during a given calendar month equal to 99.9% (“Availability Commitment”).

If the Availability of the Instance is less than the Availability Commitment, then you may request Service Credits for that Instance. Availability in a given month is calculated according to the following formula:

\[
\text{Availability} = \left( \frac{\text{total minutes in a calendar month} - \text{total minutes Unavailable}}{\text{total minutes in a calendar month}} \right) \times 100
\]

Unavailability and SLA Events

An Instance 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 has occurred (each, an “SLA Event”). The total minutes that an Instance 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, then 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 an Instance:

- The service API(s) on cloud manager are unavailable for more than five consecutive minutes.
- The AppDefense Cloud Administration Console cannot successfully authenticate a simulated user for more than five consecutive minutes.

Service Credits

“Service Credits” means an SLA Credit, a Chronic SLA Credit, or a Repetitive SLA Credit.

If the Availability of an Instance is less than the Availability Commitment in a given calendar month, you may request one SLA Credit, and one additional SLA Credit for each additional 300 minutes the Instance was Unavailable, up to a total of three SLA Credits in a given calendar month. An “SLA Credit” is an amount equal to 10% of the monthly Service Offering recurring subscription fees invoiced by VMware for the affected Instance in the calendar month for which the SLA Credit is due.

If a particular Instance is Unavailable for 24 consecutive hours, you may request a Chronic SLA Credit. A “Chronic SLA Credit” is an amount equal to 100% of the monthly Service Offering recurring subscription fees invoiced by VMware for the affected Instance in the calendar month in
which the SLA Credit is due. Any Chronic SLA Credit is in lieu of any SLA Credits that might be otherwise due.

If you are eligible to receive an SLA Credit or a Chronic SLA Credit in three consecutive calendar months and all the credits are related to the same SLA Event type, then you may request a Repetitive SLA Credit. A “Repetitive SLA Credit” is an amount equal to 100% of the largest monthly Service Offering recurring subscription charges invoiced by VMware for the affected Instance in one of the calendar months in which the SLA Event occurred. If an SLA Credit or a Chronic SLA Credit was already received in the Repetitive SLA Credit period, the amount of the Service Credit that you may request will be the difference between the aggregate amount of Service Credits received and the Repetitive SLA Credit.

Service Level Agreement Limitations

The following will be excluded from any time-based calculations related to an Instance being Unavailable:

(i) standard scheduled maintenance windows where you have been notified at least 24 hours in advance,

(ii) 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,

(iii) recurring or zero-impact maintenance windows that are made generally available to all customers,

(iv) your misuse of a particular service API,

(v) force majeure events, denial of service attacks, virus or hacking attacks for which there is no commercially reasonable, known solution, or any other events that are not within our direct control or that could have been avoided with commercially reasonable care,

(vi) acts or orders of government,

(vii) packet loss, network or internet problems beyond VMware’s border router supporting our public Internet connectivity,

(viii) any network issues caused by on-premises network or hardware issue,

(ix) any issues caused by not-up-to-date on-premises components, including AppDefense appliance, host module and guest module that prevents access to the service API in the cloud,

(x) bugs in code, hardware, 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 a Service Credit if: (i) your service account has any delinquent payments for the Service Offering, (ii) you are in violation of Section 3 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 (but not more than once per calendar year), a copy of the Availability report that VMware makes generally available to customers.

**Service Level Agreement Claims**

To request any Service Credit, you must file a support request at [https://my.vmware.com](https://my.vmware.com) within thirty (30) days after the suspected SLA Event. VMware will review the request and issue a Service Credit when VMware validates the SLA Event based on VMware’s data and records.

Service Credits will be issued to the person or entity that VMware invoices for the applicable Instance of 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 Service Level Agreement 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 Service Level Agreement.