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 AWS Outposts cloud service offering ("Service Offering"). Capitalized terms not defined in this SLA will have the meanings specified in the Terms of Service and the Service Descriptions. 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.

<table>
<thead>
<tr>
<th>Non-Stretched Cluster (single availability zone)</th>
<th>Service Component</th>
<th>Availability Commitment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SDDC Infrastructure (for a cluster in a single availability zone)</td>
<td>99.9%</td>
</tr>
<tr>
<td></td>
<td>SDDC Management</td>
<td>99.9%</td>
</tr>
</tbody>
</table>

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 billing month is calculated according to the following formula:

\[
\text{"Availability" = ([total minutes in a billing month \- total minutes Unavailable] / total minutes in a billing month) \times 100}
\]

### Unavailability and SLA Events

For the VMware Cloud on AWS Outposts offering, 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 AWS Outposts service
SDDC Infrastructure

1. All of your virtual machines ("VMs") running in a cluster do 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 AWS Outposts infrastructure) for five consecutive minutes because of an operation done by VMware or because of an issue with VMware Cloud on AWS Outposts infrastructure (hardware or software) that causes some VMs to lose connectivity.

2. None of your VMs can access on-board storage for five consecutive minutes because of an operation done by VMware or because of an issue with VMware Cloud on AWS Outposts infrastructure (hardware or software) that causes some VMs to not be able to access on-board storage.

3. None of your VMs can be started for five consecutive minutes because of an operation done by VMware or because of an issue with VMware Cloud on AWS Outposts infrastructure (hardware or software) that causes some VMs to not start.

SDDC Management

1. Your vCenter server is inaccessible for five consecutive minutes from either the cloud or directly through the uplink connection. *Default vCenter access for VMware Cloud on AWS Outposts will be local to a customer network, known as “private”. Accessing vCenter via the cloud will require addition configuration changes.

2. Your NSX manager via the NSX UI is inaccessible for five consecutive minutes.

Note: Availability of the Service Offering is dependent on and subject to availability of the 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.

Requirements

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

- For non-stretched clusters, you must have a minimum configuration for all VM storage policy Numbers of Failures to Tolerate (FTT) = 1 when the cluster has 3 to 5 hosts, and a minimum configuration of FTT = 2 when the cluster has 6 to 8 hosts. This is not dependent on RAID levels.
- The storage capacity for the cluster retains slack space of 20% 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 recurring or metered subscription amount (net of any discounts) for the billing month in which the SLA event occurred.
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 or metered subscription amount (excluding add-ons, and net of any discounts) for the billing month in which the SLA Event occurred.

### SDDC Infrastructure
For a cluster in a single availability zone

<table>
<thead>
<tr>
<th>Monthly Uptime Percentage</th>
<th>SLA Credit Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 99.9% but equal to or greater than 99.0%</td>
<td>10%</td>
</tr>
<tr>
<td>Less than 99.0%</td>
<td>30%</td>
</tr>
</tbody>
</table>

### SDDC Management

<table>
<thead>
<tr>
<th>Monthly Uptime Percentage</th>
<th>SLA Credit Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 99.9% but equal to or greater than 99.0%</td>
<td>5%</td>
</tr>
<tr>
<td>Less than 99.0%</td>
<td>15%</td>
</tr>
</tbody>
</table>

### Service Level Agreement Limitations

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).

In addition to the requirements set forth, above, you will not be eligible to receive an SLA Credit if: (i) your account has any delinquent payments for the Service Offering, or (ii) 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.

### Conditions re SDDC Infrastructure Availability Commitment

The availability commitment set forth above for the SDDC infrastructure will depend on the following conditions. If any of the conditions are triggered, VMware will not honor the availability commitment for the SDDC infrastructure.

1. The customer interfered with Service Offering hardware – The VMware Cloud on AWS
Outposts hardware infrastructure is a closed box solution and must not be interfered with. If customer personnel interfere with the infrastructure, availability commitments will not be honored until the infrastructure is restored back to the original specification. Examples of interference include 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 VMware Cloud on AWS Outposts solution until the power is restored and the system has fully recovered (booting, stabilization, etc.).

3. Communication - VMware Cloud on AWS Outposts requires a stable connection to the selected AWS parent region with ~150ms of latency. VMware Cloud on AWS Outposts are not designed for disconnected operations or environments with limited or no connectivity. Operational support for VMware Cloud on AWS Outposts depends on consistent network connectivity. VMware Cloud on AWS Outposts network disconnection prevents VMware and AWS from being able to troubleshoot any incident or problems that occur on the disconnected solution. If service link communication is down causing the Service Offering to be unavailable, VMWare will not honor the availability commitment until VMware Cloud on AWS Outposts solution has been restored back to its original state and configuration.

4. Vandalism/Theft – In the case of vandalism/theft, VMWare will not honor the availability commitment until VMware Cloud on AWS Outposts solution 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 the 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 by AWS: https://docs.aws.amazon.com/outposts/latest/userguide/outposts-requirements.html

Service Level Agreement Claims

To request an SLA Credit, you must file a support request at https://my.vmware.com within 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.