

Service Level Agreement for VMware Cloud™ on AWS

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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 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 Infrastructure (for a cluster in a single availability zone)	99.9%
SDDC Infrastructure (for a stretched cluster across more than one availability zone)	99.99%
SDDC Management	99.9%
VMware Site Recovery - Management	99.9%

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:

“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

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 service:

SDDC Infrastructure:

- All of your virtual machines ("VMs") running in a cluster do not have any connectivity for four consecutive minutes.
- None of your VMs can access storage for four consecutive minutes.
- None of your VMs can be started for four consecutive minutes.

SDDC Management:

- a) Your vCenter server is inaccessible for four consecutive minutes.
- b) Your NSX manager is inaccessible for four consecutive minutes.

VMware Site Recovery Management:

- a) Your VMware Site Recovery Manager server, running on VMware Cloud on AWS, is inaccessible for four consecutive minutes.
- b) Your VMware vSphere Replication management server, running on VMware Cloud on AWS, is inaccessible for four consecutive minutes.

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 clusters without VMware Elastic vSAN™ for VMware Cloud™ on AWS (“VMware Elastic vSAN”), you must have a minimum configuration for all VM storage policy Numbers of Failures To Tolerate (FTT) = 1 when the cluster has 3, 4 or 5 hosts, and a minimum configuration of FTT = 2 when the cluster has 6 to 16 hosts.
- For clusters with VMware Elastic vSAN, you must have a minimum configuration for all VM storage policy Numbers of Failures To Tolerate (FTT) = 1 when the cluster has 3 or more hosts
- For a stretched cluster across more than one availability zone, in addition to the above condition, you must have a minimum configuration for all VM storage policy Site Disaster Tolerance = Dual Site Mirroring.
- 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 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.

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 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 billing month in which the SLA Event occurred.

If an SLA Event occurs for VMware Site Recovery management, it applies to all VMs protected using VMware Site Recovery add-on. For each SLA Event for VMware Site Recovery, you are entitled to an SLA Credit for the VMware Site Recovery add-on. For example, for an SDDC with the VMware Site Recovery add-on, if there is an SLA event that applies to the SDDC, then the SLA Credit would be applied to 100% of the monthly recurring or metered subscription amount (excluding add-ons, and net of any discounts) applicable to the VMware Site Recovery add-on for the billing month in which the SLA Event occurred.

SDDC Infrastructure

For a cluster in a single availability zone

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

For a stretched cluster across more than one availability zone

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.99% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

SDDC Management

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	5%
Less than 99.0%	15%

VMware Site Recovery Management

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	5%
Less than 99.0%	15%

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, (ii) you are in violation of Section 3 ("Acceptable Use") 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, 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.