



## Service Level Agreement

# VMware Tanzu™ Observability™ by Wavefront

Last updated: February 14, 2018

This Service Level Agreement (“SLA”) for the the VMware Tanzu™ Observability™ by Wavefront cloud service offering (the “Service Offering”) is subject to the VMware Terms of Service 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. We reserve the right to change the terms of this SLA as provided in the Terms of Service.

### Availability

VMware will use commercially reasonable efforts to ensure that the Service Offering purchased for an identified user (“you”) is “Available” to you during a given billing month (as defined in the Service Description for the Service Offering) for a period at least equal to the “Availability Commitment” specified in the table below.

Service	Availability Commitment
Tanzu Observability	99.95%

If the Availability of the Service Offering is less than the Availability Commitment set forth in the table above, then you may request Service Credits. Availability in a given billing month is calculated according to the following formula:

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

### Unavailability and SLA Events

The Service Offering will be considered “Unavailable” to you, subject to the Service Level Agreement Limitations set forth below, if VMware’s monitoring tools determine one of the events described below (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:

- Any of the network interfaces of the Service Offering are unavailable for more than three (3) consecutive minutes. The “network interfaces of the Service Offering” means the outside network interfaces providing the Service Offering’s public internet connectivity.
- A user cannot successfully authenticate and access the user interface of the Service Offering for more than three (3) consecutive minutes (excluding failures to authenticate or

access resulting from an issue on the customer's network or authentication service, if applicable).

- The Service Offering is unable to ingest any data for more than three (3) consecutive minutes.
- All valid query execution requests return with a server error for more than three (3) consecutive minutes.
- The Service Offering is unable to perform checking of at least one alert for more than three (3) consecutive minutes.

## Service Credits

“Service Credits” means an SLA Credit. An “SLA Credit” is an amount equal to 10% of the monthly Service Offering recurring or metered (as applicable) subscription charges invoiced by VMware for Service Offering in the billing month for which the SLA Credit is due.

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

The following are excluded from any time-based calculations related to the Service Offering being Unavailable:

- (i) scheduled maintenance windows where you have been notified at least twenty-four (24) hours in advance
- (ii) recurring or zero-impact maintenance windows that are made generally available to all customers
- (iii) your misuse of a particular instance of the Service Offering
- (iv) 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 not have been avoided with commercially reasonable care
- (v) packet loss, network or internet problems beyond VMware's border router supporting our public internet connectivity
- (vi) bugs in code, hardware, or services for which there is no commercially reasonable known fix (even if there is a known workaround)
- (vii) any SLA issue during a period where you increase the Data Ingest Rate (DIR) or Data Scan Rate (DSR) by more than 30% over the previous billing month (as measured by taking the 95th percentile over that month) without notifying and reaching agreement with VMware Customer Support for the Tanzu Observability Service Offering

You will not be eligible to receive a Service Credit if:

- a. you are delinquent on any payments for the Service Offering, or
- b. you are in violation of Section 3 (“Acceptable Use”) of the Terms of Service during the time of the SLA Event, or
- c. the SLA Event was due to your failure to meet your security responsibilities as set forth in the Terms of Service.

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 you, within forty-five (45) days after a confirmed SLA Event (but no more than once per calendar year), a copy of the Availability report that VMware makes generally available to customers.

## Service Level Agreement Claims

In order to request any Service Credit, you must file a support request at <https://help.wavefront.com/hc/en-us/requests> 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 against future charges 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.