



**AMENDMENT to  
VMware Technical Support and Subscription Services Terms and Conditions  
(On-Premises Software)  
For VMware Success 360 for Telecom**

**This Amendment to VMware Technical Support and Subscription Services (“SnS”) Terms and Conditions For On-Premises Software Products (“SnS Terms and Conditions”) applies to VMware Success 360 for Telecom (“Success 360 for Telecom”) that VMware, Inc., a Delaware corporation, or VMware International Limited, a company organized under the laws of Ireland, as applicable (“VMware”), provides to the Customer per the SnS Terms and Conditions and this Amendment.**

1. **“VMware Success 360 for Telecom”** means the services provided by VMware as described in the VMware Success 360 for Telecom Datasheet available at <https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/datasheet/vmware-success-telecom-datasheet.pdf>.

2. For the purposes of Success 360 for Telecom only, the Section 1.4 of the SnS Terms and Conditions is amended as follows:

**1.4 “Services Period”** means the period for which Customer has purchased Success 360 for Telecom, starting at the Effective Date and for the duration of Success 360 for Telecom Customer purchases . The **“Effective Date”** means the date Success 360 for Telecom purchase order is booked in the VMware order management system.

3. For the purposes of Success 360 for Telecom only, Sections 1.5 and 1.6 of the SnS Terms and Conditions are amended as follows:

**1.5 “Severity”** is a measure of the relative impact an Error has on the use of the Software, as defined by VMware, and assigned by the Customer when opening a support request. The following Severity levels apply to all Software:

(a) **“Severity One”** means Customer’s production system or other mission critical system(s) are down and no workaround such as application-level redundancy is immediately available, or (i) all or a substantial portion of Customer’s mission critical data is at a significant risk of loss or corruption; (ii) Customer has had a substantial loss of service or capacity (>10%); or (iii) Customer’s business operations have been severely disrupted.

(b) **“Severity Two”** means that major functionality of the Customers system is severely impaired such that (i) operations can continue in a restricted fashion, but normal day to day management or configuration of the system has been adversely affected; or (ii) a major deployment milestone is at risk; ongoing and incremental installations or upgrades are affected; (iii) Customer has a minor loss of capacity (<10%); (iv) Customer has loss some or all of their redundancy functionality; or (v) there is a substantial risk of an imminent service outage.



- (c) **“Severity Three”** means a partial, non-critical loss of functionality of the Software such that:
  - (i) the operation of some component(s) is impaired but allows the Customer to continue using the Software; or
  - (ii) initial installation milestones are at minimal risk; or
  - (iii) failures of the Software that do not affect the normal daily operations of the Customer’s system.
- (d) **“Severity Four”** means general usage questions and cosmetic issues, including errors in the Documentation, or general issues with performance management or logging functionality.

**1.6 “Software”** means VMware software that is listed as “Products Supported” in the Premier Support for Telco Datasheet.

- 4. For the purposes of Success 360 for Telecom only, new Sections 1.10, 1.11, and 1.12 are added as follows:

**1.10 “Restoration”** means the time at which the earlier of the following occurs: (a) the Software is returned to full functionality as compared to the functionality before the issue occurred, or (b) a temporary repair to the Software is performed which allows the Software to be used without any degraded functionality.

**1.11 “Restoration Time”** means the period that starts at the end of Response Time and ends at Restoration. Restoration Time excludes any time during which: (1) Customer collects and provides any data or materials requested by VMware to troubleshoot the problem, (2) Customer has not provided to VMware sufficient remote access to a network so that VMware can carry out Restoration services, or (3) there are other delays caused by reasons beyond VMware’s reasonable control.

**1.12 “Response Time”** means the period that starts either (1) when VMware receives a Customer support request via web tools, or (2) when VMware generates a service request case in response to a Customer request by phone, and ends when VMware contacts the Customer by phone or via WebEx to begin remote diagnostics to identify the fault.

- 5. For the purposes of Success 360 for Telecom only, a new Section 2.6 is added as follows:

## **2.6 Program Maintenance Requirements.**

In addition to maintaining Program Eligibility Requirements as stated in Success 360 for Telecom Datasheet, the Customer will satisfy the following requirements at all times during the Services Period:

- (a) Customer will deploy its vCloud NFV, TCI or TCP platform in accordance with the vCloud NFV, TCI or TCP reference architecture, and promptly notify VMware of any architectural changes to vCloud NFV, TCI or TCP platform;
- (b) Customer will install the same versions of component software as those included in the vCloud NFV, TCI or TCP Bundle and comply with its published patching policy.
- (c) Customer will engage personnel who are VMware Certified Professionals (“VCP”) to manage the vCloud NFV, TCI or TCP platform and work with VMware support personnel in resolving the



- service requests. Customer's personnel should have the required access and permissions to the vCloud NFV, TCI or TCP platform to effectively troubleshoot the reported issue;
- (d) Customer will have a disaster recovery environment in place that is tested every six months;
  - (e) Customer will have redundancy built in at both the hardware and the application layers that will allow for services to be failed over to an alternative host or location and to continue to operate with the same level of functionality; and
  - (f) Customer will act as the single point of contact if VMware is required to work with Customer's other vendors in connection with the Restoration.

If the Customer does not satisfy all of the above requirements at all times during the Services Period, then the Customer cannot be eligible for Remedy.

6. For the purposes of Success 360 for Telecom only, a new Section 2.7 is added as follows:

### **2.7 VMware Responsibilities.**

As part of VMware's enterprise business operations IT software system (the "VMware Report System"), VMware will maintain a database that tracks all issues reported by Customer and provides updates to the Customer on the progress of each issue. VMware's database will include metrics on Response Times, resolution status, and Restoration Times. While a service request is active, VMware will proactively record in this database all changes to the status of a Customer's service request and provide the status to the Customer. In addition, VMware will provide to Customer monthly reports of these metrics. Upon Customer's reasonable request in writing, VMware will provide reports of these metrics at other times.

7. For the purposes of Success 360 for Telecom , a new Section 2.8 is added as follows:

### **2.8 VMware's Requirements for Response Time and Restoration Time.**

In each one-year period of the Services Period, beginning on the Effective Date and (if applicable) upon each anniversary date thereof, VMware will: (1) meet the Response Time specified in Success 360 for Telecom Datasheet for 100% of Customer's support requests during that period, and (2) meet the Restoration Time specified in Success 360 for Telecom Datasheet for 80% of Customer's support requests that require Restoration during that period. The VMware Report System will measure these rates for Response Time and Restoration Time as of the end of each applicable one-year period of the Services Period. VMware will present to Customer an annual review of Success 360 for Telecom at the end of each of these one-year periods.

If, as of the end of each applicable one-year period of the Services Period, VMware has not met: (A) the Response Time rate as specified in this Section, or (B) the Restoration Time rate as specified in this Section when Customer has submitted at least 10 service requests that required Restoration during the applicable one-year period, or (C) both the Response Time and the Restoration Time rates specified in (A) and (B), as measured by the VMware Report System, then as a sole and exclusive remedy, Customer will receive from VMware services credit in an amount equal to 5% of the total fees paid to VMware for Customer's Success 360 for Telecom for the



applicable one-year period (the "Remedy"). This Remedy will not include any portion of any fees paid by Customer for Production Support services. If Customer is eligible for the Remedy, VMware will issue service credits that can be applied towards a future invoice for Success 360 for Telecom order. If your Services Period expires or is terminated prior to the issuance of service credits, the service credit will become void as of the date of the expiration or termination.

8. For the purposes of Success 360 for Telecom only, a new Section 2.9 is added as follows:

**2.9 Exclusions from the Remedy:** The Customer is not entitled to any Remedy if any Customer service request involves a failure or problem caused by any use or access to the Software by any person: (1) who is either not a VMware Certified Professional or not authorized by Customer for that use or access; or (2) in a manner not authorized by VMware's licensing term for the Software or other applicable documentation.

9. For the purposes of Success 360 for Telecom only, subsection (a) of Section 3.2 (Advanced and Complementary Offerings) is amended as follows:

(a) Certain Services (e.g., Business Critical Support, Mission Critical Support, Premier Support for Telco, and VMware Success 360 for Telecom) require that Customer also purchase a base level of support. See the applicable price list for details.

10. Any defined terms used in this Amendment and not otherwise defined have the meanings set forth in the SnS Terms and Conditions.
11. Except as expressly amended by this Amendment, the terms and conditions of the SnS Terms and Conditions are ratified and confirmed to apply to Success 360 for Telecom.