Service Level Agreement
VMware Horizon™ Cloud Service® on Microsoft Azure®

Last updated: October 12, 2017

This Service Level Agreement is subject to the VMware Cloud Service Offerings Terms of Service (found at https://www.vmware.com/download/eula.html). Capitalized terms not defined in this Service Level Agreement will have the meaning specified in the Terms of Service. We reserve the right to change the terms of this Service Level Agreement in accordance with the Terms of Service.

Availability

VMware will use commercially reasonable efforts to ensure that the Horizon Cloud control plane, the Horizon Cloud Manager and the Horizon Cloud Node software necessary to deploy the virtual desktops and applications managed under that instance (collectively, an “Instance”) purchased by you is “Available” during a given calendar month equal to 99.9% (“Availability Commitment”).

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

“Availability” = ((total minutes in a calendar month – total minutes Unavailable) / total minutes in a calendar month) x 100

Unavailability and SLA Events

An Instance will be considered “Unavailable”, subject to the SLA Limitations below, if VMware’s monitoring tools determine one of the following events has occurred (“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, 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:

- Any of the network interfaces of the Service Offering Network are unavailable for more than three (3) consecutive minutes. The “Service Offering Network” means the Horizon Cloud control plane, Horizon Cloud Manager and the ability to run Remote Desktop Services (RDS)-based desktops and applications on your Microsoft Azure infrastructure that was paired with the Horizon Cloud Service
- The Horizon Cloud Manager console cannot successfully authenticate a simulated user for more than five (5) consecutive minutes (excluding failures to authenticate due to Internet connectivity failures related to or resulting from an issue on the customer’s side of the network).
Service Credits

“Service Credits” means an SLA Credit, a Chronic SLA Credit, or a Repetitive SLA Credit. If the Availability of an Instance that you purchase is less than the associated Availability Commitment (i.e., 99.9%) in a given calendar month, you may request one (1) SLA Credit, and one (1) additional SLA Credit for each additional 300 minutes the Instance was Unavailable, up to a total of three (3) SLA Credits in a given calendar month. An “SLA Credit” is an amount equal to 10% of the monthly Service Offering recurring subscription cost invoiced by VMware for the affected Instance.

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 cost invoiced by VMware for the affected Instance in the calendar month for 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 (3) consecutive calendar months and all the credits are related to the same SLA Event type, 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 charge 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 for 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) running non-Horizon Cloud workloads on the Microsoft Azure infrastructure paired with Horizon Cloud Service,

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

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

(iv) your misuse of a particular Instance,

(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 not have been avoided with commercially reasonable care,

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

(vii) any issues caused by not up-to-date and non-compatible software versions of (a) software on Horizon Cloud Node, (b) VMware tool running in the desktops, (c)
Software agents such as DaaS, Horizon, and User Environment Manager, (d) Horizon Client, (e) Unified Access Gateway, or (g) customer operating system configuration or installed third party software that prevents access to the Service Offering or degrades desktops’ performance, or

(viii) 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: (1) your service account has any delinquent payments for the Service Offering, (2) you are in violation of Section 3 of the Terms of Service during the time of the SLA Event, or (3) 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 to you, within 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

To request any Service Credit, you must file a support request at 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 in connection with this Service Level Agreement.