Service Level Agreement

VMware NSX® Advanced Load Balancer™

Dated: December 22, 2021

This Service Level Agreement (“SLA”) is subject to the VMware Cloud Service Offerings Terms of Service and the Service Description for the VMware NSX Advanced Load Balancer (the “Service Offering”) 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 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 the Service Offering component listed below is available during a given billing month equal to the “Availability Commitment” specified in the table below.

<table>
<thead>
<tr>
<th>Service</th>
<th>Availability Commitment</th>
</tr>
</thead>
<tbody>
<tr>
<td>VMware NSX Advanced Load Balancer cloud services</td>
<td>99.5%</td>
</tr>
<tr>
<td>VMware NSX Advanced Load Balancer Hosted Controller Service</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

If the Availability of the specified service is less than the Availability Commitment, then you may request an SLA Credit. Availability in a given billing month is calculated according to the following formula:

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

Unavailability and SLA Events

A service will be considered “Unavailable”, subject to the Service Level Agreement Limitations set forth below, if VMware’s monitoring tools determine one of the following events (each, an “SLA Event”) has occurred.

The total minutes that the service 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 specified service:

- Unable to access the NSX Advanced Load Balancer cloud services portal due to the services being down
- Unable to access the NSX Advanced Load Balancer Hosted Controller Service portal due to the service being down
Other reasons causing of lack of access to the NSX Advanced Load Balancer cloud services portal or to the NSX Advanced Load Balancer Hosted Controller Service portal will not be considered an SLA Event, including but not limited to (i) customer-facing network connectivity issues, and (ii) customer de-registering NSX Advanced Load Balancer Controller(s) from the cloud services, breaking connectivity.

Unavailability of all services in the NSX Advanced Load Balancer cloud services will have no impact to existing load balanced applications and customer’s ability to deploy new load balanced applications.

Unavailability of the Central Licensing service part of the NSX Advanced Load Balancer cloud services will have the following impact:

(i) All existing NSX Advanced Load Balancer Service Engines and the hosted load balanced applications will continue to function without any disruption.

(ii) New NSX Advanced Load Balancer Service Engines can continue to be created up to 100% of available active subscription capacity per registered NSX Advanced Load Balancer Controller with an additional 10% buffer.

Note: Registered NSX Advanced Load Balancer Controllers can reserve required capacity upfront during registration and be protected from any Central Licensing unavailability impact

Unavailability of the NSX Advanced Load Balancer Hosted Controller Service will have the following impact:

(i) All existing NSX Advanced Load Balancer Service Engines and the hosted load balanced applications will continue to function without any disruption.

(ii) Deploying new and changes to existing load balanced applications cannot be made during the unavailability period

Availability of the services is dependent on and subject to availability of the AWS or GCP infrastructure on which the services are hosted. Availability of the AWS or GCP infrastructure is not covered by the service availability metrics set forth in this Service Level Agreement. If the AWS or GCP infrastructure is unavailable, and therefore the services are unavailable, your sole recourse pursuant to the Agreement is to us, and not to AWS or GCP.

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 the NSX Advanced Load Balancer cloud services, then the SLA Credit would be applied to 100% of the monthly subscription amount (net of any discounts) for the billing month in which the SLA Event occurred. As an example only, if a customer purchases a one-year subscription (beginning in January) covering 120 units of capacity, and the SLA Event occurs in March, then the customer can request a credit in the specified percentage of 10 units (i.e., annual capacity allocated per month of the subscription term), up to a maximum of 30% (i.e., 3 capacity units).

If an SLA Event occurs for the NSX Advanced Load Balancer Hosted Controller Service, you are entitled to an SLA Credit proportional to the portion of capacity consumed by the impacted Hosted Controller. As an example only, for a customer with two Hosted Controllers, where the first Hosted Controller is consuming 4 Service Units of capacity and the second Hosted Controller is consuming 6 Service Units of capacity, if there is an SLA Event that affects the first Hosted
Controller, then the SLA Credit would be applied to 40% of the monthly recurring or metered subscription amount (net of any discounts) for the billing month in which the SLA Event occurred.

If the Availability of a service is less than the associated Availability Commitment in a given billing month, you may request an SLA Credit in accordance with the following table:

<table>
<thead>
<tr>
<th>Monthly Uptime Percentage</th>
<th>SLA Credit Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 99.5% but greater than or equal to 95%</td>
<td>10%</td>
</tr>
<tr>
<td>Less than 95% but greater than or equal to 90%</td>
<td>20%</td>
</tr>
<tr>
<td>Less than 90%</td>
<td>30%</td>
</tr>
</tbody>
</table>

**Service Level Agreement Limitations**

The following will be excluded from any time-based calculations related to the service 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 or of the Service Offering,
(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).

You will not be eligible to receive an SLA Credit if:

(a) you are delinquent on any payments for the Service Offering,
(b) your access to/use of the Service Offering is suspended pursuant to 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 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 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](https://my.vmware.com) within thirty (30) 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 the Service Offering.
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.