



VMware Tanzu CloudHealth

SaaS Listing

The definitions set out in the Agreement will apply to this SaaS Listing document.

The VMware software program(s) listed below is provided under the following terms and conditions in addition to any terms and conditions referenced on the VMware quote or other transaction document entered into by Customer and the VMware entity ("VMware") through which Customer obtained a license for the VMware software (hereinafter referred to as the "Agreement"). These terms shall be effective from the effective date of such ordering document.

This SaaS Listing describes VMware Tanzu CloudHealth. All capitalized terms in this SaaS Listing have the meaning ascribed to them in the Agreement (including the VMware Licensing Glossary) or in the Definitions section.

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1: Technical/Business Functionality and Capabilities

Service Overview

VMware Tanzu® CloudHealth® (the “Service”) is a cloud management platform that collects and consolidates Customer’s cloud environment data by gathering data and metadata related to Customer’s use of cloud-based services.

Service Features

- Gather, analyze, and make available cloud consumption data from cloud infrastructure.
- Recommend corrective actions to optimize cloud usage
- Provide capabilities for detection and alerting on configuration drift that causes unintentional usage impact.

Service Software Components

- The Service is comprised of the following VMware managed components:
 - A User Interface
 - A data collection, aggregation and manipulation engine.
- The Service includes the following optional self-managed components:
 - Tanzu CloudHealth Kubernetes Collector Agent – an optional component used to collect and report information specific to Kubernetes clusters. If required, this component must be downloaded and installed by the Customer.
 - Tanzu CloudHealth Agent – an optional component used to collect CPU, file system, and memory utilization metrics from supported Cloud Instances. If required, this component must be downloaded and installed by the Customer.

2: Customer Responsibilities

VMware can only provide the Service if Customer provides required information or performs required actions, otherwise performance of the Service may be delayed, impaired or prevented, and Customer may lose eligibility for any Service Level Agreement.

- Setup Enablement: Customer must provide information required for VMware to begin providing the Service.
- Adequate Customer Personnel: Customer must provide adequate personnel to assist VMware in delivery of the Service.
- Customer can configure the Service to gather metrics from Cloud Service Provider, from Kubernetes environments and / or datacenter environments as needed.
- Incident and problem management: Customer is responsible for incident and problem management (e.g., detection, severity classification, recording, escalation, and return to service) pertaining to:
 - Customer’s account settings in the User Interface.
 - User-deployed and user-configured assets such as agents.
- Change Management: Customer is responsible for:
 - Management of changes to Customer’s specific configuration within the Service.
 - Cooperating with VMware when planned or emergency maintenance is required.



3: Entitlement and Subscription Information

Charge Metrics

The Service is available under the following License Metrics as specified in the Transaction Document.

The Service subscription is licensed based on Cloud Spend Unit per month, where each Cloud Spend Unit represents one (1) US dollar of cloud spend. For example, if a customer spends US \$100 (one hundred USD) with AWS and US \$50 (fifty USD) with Google Cloud in a month, then the quantity of Cloud Spend Units required is 150 (one hundred and fifty). Customer Spend on Cloud Service Provider Marketplace is not counted towards cloud spend.

Customer must commit to a minimum number of Cloud Spend Units per month for a minimum term. This is considered the "Committed Term Subscription". Any usage in a month that exceeds the number of Cloud Spend Units in the Committed Term Subscription is considered an "overage". Overage is calculated and billed monthly in arrears.

4: Customer Assistance

Customer Assistance

VMware will provide the following assistance as part of the Service, during regional business hours:

- Receive and process orders for implementation of the Service
- Receive and process requests for permitted modifications to Service features; and
- Respond to billing and invoicing questions

Maintenance to the Service and/or supporting Service Infrastructure

VMware must perform maintenance from time to time. For information on Service status, planned maintenance and known issues, visit <https://status.broadcom.com/>. The following applies to such maintenance:

- **Planned Maintenance:** Planned Maintenance means scheduled maintenance periods during which the Service may be disrupted or prevented due to non-availability of the Service infrastructure. During Planned Maintenance, Service may be diverted to sections of the Infrastructure not undergoing maintenance which may result in no disruption of the Service. For Planned Maintenance, VMware will provide seven (7) calendar days' notification.
- **Unplanned Maintenance:** Unplanned Maintenance means scheduled maintenance periods that do not allow for seven (7) days notification and during which Service may be disrupted or prevented due to non-availability of the Service infrastructure. VMware will provide a minimum of one (1) calendar day notification. During Unplanned Maintenance, Service may be diverted to sections of the infrastructure not undergoing maintenance which may result in no disruption of the Service. At times VMware will perform Emergency Maintenance. Emergency Maintenance is defined as maintenance that must be implemented as quickly as possible to resolve or prevent a major incident. Notification of Emergency Maintenance will be provided as soon as practicable.

Data Retention and Deletion

VMware will retain Customer Data in VMware's backup systems for ninety (90) days following the effective termination date of the Subscription Term. If Customer wishes to extract Customer Data from the Service (to the extent Customer has not already done so prior to termination of the Subscription Term), Customer must notify VMware within thirty (30) days after the effective termination date, and VMware may assist Customer in extracting Customer Data. Customer is responsible for all fees associated with Customer Data extraction.

5: Additional Terms

VMware may modify the Service and/or the corresponding SaaS Listings at any time: (a) due to changes in applicable laws or industry standards; and (b) for any other reason, if the modification does not materially reduce the level of performance, functionality, security or availability of the Service during the Term.

- Usage Data: The Service collects data (such as configuration, performance, and usage data) directly from VMware's software or systems hosting the Service to improve VMware products and services. Customers can opt-out of such collection within the Service.



- Access to Customer Data: VMware may access and use Customer Data, including customer's Cloud Billing data (e.g. Amazon Web Services Cost and Usage Report – CUR) and Usage Metrics data, as reasonably necessary to provide the Service and to troubleshoot any issues with the Service, including reference to Customer Data when reporting and troubleshooting issues with the relevant Cloud Service Provider.
- Data Aggregation: Customer Data may be aggregated into anonymized datasets for the purposes of benchmarking. E.g. the Service can provide a "score" metric to each customer based on their usage of the platform, and inform the customer of the aggregated score of all customers who spend a similar amount on public cloud.

6: Definitions

"Cloud Billing Data" means billing data made available by Cloud Service Provider and used to provide the Service.

"Cloud Instance" means a resource capable of running a supported operating system, typically consisting of an amount of CPU, Memory and Storage.

"Cloud Service Provider" means a third party provider of cloud-based services that the Service reports on.

"Cloud Service Provider Marketplace" means an app-store like service provided by Cloud Service Providers where the customer may purchase third party offerings.

"Usage Metrics" means usage data made available by Cloud Service Provider and used to provide the Service.

"User Interface" means the interface through which the customer configures and uses the Service, including the web console and API.



Exhibit-A

Service Level Agreement(s)

1.0 GENERAL

These Service Level Agreements (“SLA(s)”) apply to the Online Service that is the subject matter of this SaaS Listing only. If VMware does not achieve these SLA(s), then Customer may be eligible to receive a Service Credit. Service Credits are Customer’s sole and exclusive remedy and are VMware’s sole and exclusive liability for breach of the SLA.

2.0 DEFINITIONS

“Availability” means the amount of time that the Service is operational in minutes, expressed as a percentage per calendar month, excluding Excused Outages.

“Excused Outage” means a Planned or Unplanned maintenance activity as defined in this SaaS Listing.

“Available” means when a customer can log into the VMware Tanzu CloudHealth platform.

“Unavailable” means when a customer cannot log into the VMware Tanzu CloudHealth platform.

VMware will use commercially reasonable efforts to ensure that the Service is Available during a given billing month equal to the “Availability Commitment” specified in the table below.

Availability Commitment	99.5%
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3.0 UNAVAILABILITY AND SLA EVENTS

The 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 is Available. 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:

- A user cannot successfully authenticate and access the User Interface of the Service for more than five (5) consecutive minutes (excluding failures to authenticate or access resulting from an issue on the customer’s network or authentication service, if applicable).

This SLA applies only to a Customer’s production environment of the Service, and not to any non-production environment, including, without limitation, testing, staging, evaluation, trial or proof of concept.

VMware’s monitoring tools, data, and records will be the sole source of information used to track and validate Availability.

The following will be excluded from any time-based calculations related to Availability:

- Customer’s misuse of the Service Offering
- 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 VMware’s control or that could not have been avoided with commercially reasonable care
- Acts or orders of government
- Packet loss, network or internet problems beyond VMware’s border router supporting our public internet connectivity.
- Failure of Customer’s internet access connections.
- Suspension and termination of Customer’s right to use the Service.

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

- Customer is delinquent on any payments for the Service
- The Unavailability event was due to Customer’s failure to meet Customer’ responsibilities as set forth in the Agreement.



4.0 SERVICE CREDIT

If the actual monthly Availability of the Service Offering is less than the Application Availability Target, then a customer may be eligible for an SLA Credit, all as set forth in the table, below.

Monthly Availability	SLA Credit
99.5% or more	0%
95.0% to 99.4%	10%
90.0% to 94.9%	20%
85% to 89.9%	30%
Less than 85%	50%

If a claim is made and validated, a Service Credit will be applied to Customer's account.

Each "SLA Credit" is an amount equal to a portion of the monthly recurring or metered subscription amount (net of any discounts) for the month in which the SLA event occurred.

Service Credits:

- May not be transferred or applied to any other VMware Online Service, even if within the same account
- Are the only remedy available, even if Customer is not renewing for a subsequent term. A Service Credit is added to the end of Customer's current Subscription Term.
- May not be a financial refund or credit of any kind.
- Do not apply to failure of other service level SLAs if such failure relates to non-availability of the Service. In such cases Customer may only submit a claim for the Availability SLA.

5.0 CLAIMS PROCESS

To request an SLA Credit, Customer must file a support request within the VMware Tanzu CloudHealth platform within (30) days of the SLA Event in question. VMware will review the request and issue an SLA Credit when VMware validates the SLA Event based on VMware's data and records.

A customer may apply the SLA Credits only to its future payments for the Service. SLA Credits will not entitle Customer to any refund or other payment from VMware and cannot be applied towards other VMware products or services. SLA Credits may not be transferred or applied to any other account. SLA Credits will expire twelve (12) months after issuance or when the Subscription Term for the Service ends, whichever first occurs.

The SLA Credits specified in this SLA are Customer' sole and exclusive remedies for any SLA Events occurring during Customer' Subscription Term for the Service Offering or for any other claim in connection with this SLA.

END OF EXHIBIT A