



VMware Tanzu Platform Spring Essentials

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® Platform Spring Essentials. All capitalized terms in this SaaS Listing have the meaning ascribed to them in the Agreement (including the VMware Glossary) or in the Definitions section.

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1: Technical/Business Functionality and Capabilities

Service Overview

VMware Tanzu Platform Spring Essentials 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 data for cloud infrastructure.
- Recommend application management optimization and management tasks.
- Provide capabilities for detection and alerting on configuration drift that causes unintentional impact.

Service Software Components

- Solution installer and solution software
- Collector agents (including support for third-party collector agents) embedded in the customer application and/or infrastructure.
- Proxy agents that aggregate data streaming from the collector agents, and securely and reliably forward the telemetry data to the cloud.
- Advanced query and visualization that enables queries, displays charts, and sets alarms to understand telemetry data.

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 must deploy and configure data agents and the proxy to collect and route data into the solution as needed.
- Configure the solution to gather metrics from cloud-based services (for example, Amazon Web Services) as needed.
- **Customer Configurations vs. Default Settings:** Customer must configure the features of the Service through the Portal, if applicable, or default settings will apply. In some cases, default settings do not exist and no Service will be provided until Customer chooses a setting. Configuration and use of the Service(s) are entirely in Customer's control, therefore, VMware is not liable for Customer's use of the Service, nor liable for any civil or criminal liability that may be incurred by Customer as a result of the operation of the Service.
- **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 Cloud Service administrative management console.
 - User-deployed and user-configured assets such as proxy agents.
 - Anything else not under VMware's direct control and administration.
- **Change Management:** Customer is responsible for:
 - Management of changes to Customer's tagging process, alert settings, dashboards, and other content.
 - Administration of self-service features provided through the Cloud Service's system console and user portal, up to the highest permission levels granted to Customer.
 - Changes in the data collection agents used.
 - 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:

VMware Tanzu Platform Spring Essentials is a subscription licensing model based on the number of Cores utilized by running workloads in the customer's cloud environment.

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.
- **Note:** VMware may perform minor updates or routine maintenance to the Management Console with no prior notification as these activities do not result in Service disruption.

Data Retention and Deletion

During the Subscription Term, Customer Data will be retained and available for querying and alerts. Customer Data is retained for thirteen (13) months from the date and time the Customer Data was originally ingested into the Service. 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. If Customer does not notify VMware within the thirty (30)-day period, Customer Data will be permanently deleted and will not be recoverable.

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.

- **Excessive Consumption.** If VMware determines that Customer's aggregate activity on the Service imposes an unreasonable load (Customer's average per User usage is greater than the average per User usage generated by 95% of inline Users of the Service on a



monthly basis) on bandwidth, infrastructure, or otherwise, VMware may impose controls to keep the usage below excessive levels. Upon receiving Service notification (e.g., email) of excessive (vs. expected) usage, Customer agrees to remediate their usage within ten (10) days, or to work with its reseller to enter into a separate fee agreement for the remainder of the Subscription Term. VMware reserves the right to manage bandwidth and route traffic in a commercially optimal way, including without limitations, diverting traffic from well-known media streaming, trusted software update sites and cloud-based backup sites to the extent not posing any material security threat to Users, and providing guidance to Customer on ways that Customer can control bandwidth usage by bypassing such sites.

- **Usage Data:** The Service collects data (such as configuration, performance, and usage data) directly from VMware's software or systems hosting the Service, and from Customer's systems, applications, and devices involved in the use of the Service, to improve VMware products and services, and Customer's and its Users' experiences. With respect to user-entered values within configuration object names such as the machine names, host names or dashboard names, Customer should not name those systems using confidential or personal data.
- **Access to Customer Data:** VMware may access and use Customer Data, as reasonably necessary to provide the Service and to troubleshoot any issues with the Service.
- **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.
- **Use of Pendo:** Hosted components of the Service use Pendo functionality to collect data directly from any browsers used to access and use the Service. Pendo collects data regarding use the Service, including user interaction and behavior. The data collected and inferred is used by VMware to diagnose and improve its products and services, and to address issues. Users wishing to opt out can do so within the Service.

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 SERVICE LEVEL AGREEMENT(S)

- a. **Availability.** Availability is the amount of time that the Service is operational in minutes, expressed as a percentage per calendar month, excluding Excused Outages. Availability SLAs may exist for i) Inline (Data Plane) Service, and ii) Non-Inline (Control Plane) Service, separately:
- o **Inline Service Availability** means access to the core features of the Service that impact the data in transit to and from Customer to the Internet. Cloud Secure Web Gateway is an Inline Service that includes Content-Filtering and Anti-Malware scanning.

| | |
|------------------------------------|--------------|
| Inline Service Availability | 99.9% |
|------------------------------------|--------------|

3.0 AVAILABILITY CALCULATION

Availability is calculated as a percentage of 100% total minutes per calendar month as follows:

$$\frac{\text{Total Minutes in Calendar Month} - \text{Excused Outages} - \text{Non-Excused Outages}^*}{\text{Total} - \text{Excused Outages}} \times 100 > \text{Availability Target}$$

**Non-Excused Outages = Minutes of Service disruption that are not an Excused Outage*

Note: The availability calculation is based on the entire calendar month regardless of the Service start date.

4.0 SERVICE CREDIT

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.

| Monthly Availability | SLA Credit |
|----------------------|------------|
| 99.9% or more | 0% |
| 95.0% to 99.8% | 10% |
| 90.0% to 94.9% | 20% |
| Up to 89.9% | 30% |

- 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

Customer must submit the claim in writing via email to VMware Customer Support. Each claim must be submitted within ten (10) days of the end of the calendar month in which the alleged missed SLA occurred for VMware to review the claim. Each claim must include the following information:



- (i) The words "Service Credit Request" in the subject line.
- (ii) The dates and time periods for each instance of claimed outage or other missed SLA, as applicable, during the relevant month.
- (iii) An explanation of the claim made under this SaaS Listing, including any relevant calculations.

All claims will be verified against VMware's system records. Should any claim be disputed, VMware will make a determination in good faith based on its system logs, monitoring reports and configuration records and will provide a record of service availability for the time period in question to Customer.

6.0 EXCUSED OUTAGES AND EXCLUSIONS TO CLAIMS

The following are minutes of downtime that are defined as Excused Outages:

- Planned Maintenance and Unplanned Maintenance as defined in the SaaS Listing.
- Force Majeure as defined in the Agreement.
- Any downtime that results from any of the below listed exclusions to a claim.

If any of the following exclusions apply, a claim will not be accepted:

- Any Service provided on a provisional basis, including but not limited to: trialware, evaluation, Proof of Concept, Not for Resale, pre-release, beta versions.
- Customer has not paid or is delinquent on payments for the Service.
- Customer is in violation of Section 2 ("Customer Responsibilities") during the time of the SLA Event.
- The SLA Event was due to Customer's failure to meet its security responsibilities as set forth in the Agreement.
- Recurring or zero-impact maintenance that is generally applicable to all customers.
- Third party, non- VMware branded products or services resold with the Service.
- Hardware, software or other data center equipment or services not in the control of VMware or within the scope of the Service.
- Packet loss, network or internet problems beyond VMware's border router supporting our public internet connectivity.
- Any item that is not a Service Component that is provided for use with the Service.
- Technical support provided with the service.
- Failure of Customer to correctly configure the Service in accordance with this SaaS Listing.
- Hardware or software configuration changes made by the Customer without the prior written consent of VMware.
- Unavailability of a specific web page or a third party's cloud application(s).
- Individual data center outage.
- Unavailability of one or more specific features, functions, or equipment hosting locations within the service, while other key features remain available.
- Unavailability or performance impact caused by acts of government or intermediate carriers
- Failure of Customer's internet access connections.
- Suspension and termination of Customer's right to use the Service.
- Alterations or modifications to the Service, unless altered or modified by VMware (or at the direction of or as approved by VMware).
- Bugs in code or services for which there is no commercially reasonable known fix (even if there is a known workaround).
- Defects in the Service or components of the service due to abuse or use other than in accordance with VMware's published Documentation unless caused by VMware or its agents.
- Customer-requested hardware or software upgrades, moves, facility upgrades, etc.
- Customer web traffic that egresses from a POP separate from the POP the user is connected to due to Customer policy settings.

END OF EXHIBIT A