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VMware Tanzu Observability
SaaS Listing

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

The VMware software program(s) ("VMware Software") 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 Observability. 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 Observability ("Tanzu Observability" or "Service"), formerly known as "Wavefront by VMware" and "Aria Operations for Applications", is a SaaS-based observability platform that handles the high-scale requirements of modern cloud-native applications. The Service's speed, scale, and flexibility help SRE, DevOps and developer teams gain instant visibility into the performance of their highly-distributed services on public, private, and hybrid cloud infrastructures.

Service Features

Tanzu Observability ingests data from a variety of data sources that are processed and stored as telemetry, that can be analyzed, visualized, and alerted upon for optimization, status reporting, anomaly detection, and troubleshooting of modern applications.

The Service allows ingestion of high-performance streaming analytics data into platform. The Service is unique because it scales to very high data ingestion rates and query loads. Customers can collect data from many services and sources across their entire application stack and can look at details for data that was ingested earlier.

- The Service allows ingestion of Metrics, events, logs, counters, histograms, and traces/spans.

- The observability data can be analyzed, visualized, and alerted upon for optimization, status reporting, anomaly detection, and troubleshooting of modern cloud applications.

- Customer can access the Service through a self-service online portal ("Portal"). Customer may configure and manage the Service, access reports, and view their data and statistics, through the Portal, when available as part of the Service.

- The Service is managed on a twenty-four (24) hours/day by seven (7) days/week basis and is monitored for hardware availability, service capacity and network resource utilization. The Service is regularly monitored for service level compliance and adjustments are made as needed.

Service Software Components
- 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.

- A cloud-hosted, high availability and high performance datastore for aggregation and storage of real-time, high volume telemetry data.

- Advanced query and visualization that enables queries, displays charts, and sets alarms to understand telemetry data.

The Service's platform is directly suited to large enterprise organizations with many development and operational engineers needing real-time access to Observability data via a system with enterprise ready scale, reliability, and performance.

2: Customer Responsibilities

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

- Deploying and configuring data agents and the proxy to collect and route data into the Service Offering as needed.

- Configuring the Service Offering to gather telemetry from cloud-based services (for example, Amazon Web Services) as needed.

- Monitoring usage (Data Ingestion Rate (DIR) and Data Scan Rate (DSR)) to ensure that data is transmitted at the desired rate. VMware is not responsible for the DIR at which customers transmit their data or DSR at which they query their data. Rates above their committed data rate will result in charges for such overage.

3: Entitlement and Subscription Information

Note: This section illustrates the overage calculation methodology with example data. Please review your Transaction Document to understand the specific terms that apply to the Customer.

Charge Metrics

The Service is available under one of the following License Metrics as specified in the Transaction Document:

- Data Ingestion Rate ("DIR") up to the purchased DIR specified on the Transaction Document (the "Permitted Data Ingestion Rate" or "PDIR"). Additional DIR, representing burst overages, are also provided as described below.

- Data Scan Rate ("DSR") of up to the PDIR times twenty (20) (the "Permitted Data Scan Rate" or "PDSR"). Additional DSR, representing burst overages, are also provided as described below.

When the Service is used to ingest more data or to perform more queries during analysis, alerts, and other functions than Customer has purchased, an Overage occurs. Burst overages of up to 250% of normal capacity for up to 5% of the hours in the Overage Billing Period are provided as part of the Service, as detailed below:

- Effective Data Ingestion Rate ("Effective DIR") for an Overage Billing Period is the 95th percentile hourly mean of the DIR during that Overage Billing Period.

- Effective Data Scan Rate ("Effective DSR") for an Overage Billing Period is the 95th percentile hourly mean of the DSR during that Overage Billing Period.

The Overage Charge is based on the greater of: (i) the DIR Overage; or (ii) the DSR Overage, during the applicable period. There is no credit to Customer's account if there is no overage; the Customer must still pay the full Subscription fee for the applicable period in that case. An Overage Charge is calculated by multiplying the Overage Charge by the Overage Pricing Rate for the relevant data type.

Proxy HA Impact on metering

Customers that opt for a highly available proxy configuration (a load balancer in front of their Wavefront proxy) may collect more distributions than expected due to the load balancer routing. Distributions are aggregated in each proxy before being sent to the Service (every minute, hour or day depending on the configuration for that distribution). If there is a load balancer between the monitored service and the proxy each data point could be sent to a different proxy and thus will create multiple distributions for the same timeframe.

For example: There are three monitored servers (server1, server2 and server 3) and there are also two proxies (proxy1 and proxy2) and there is a load balancer in front of them configured to round robin. data point1 sent at 12:00:01 is sent to proxy1 and data point2 at 12:00:10 is sent to proxy2. At 12:01:00 two distributions will be sent to the Service from the two proxies.

Any charting/calculations done over the collected data will be true to the full aggregation however the Service will persist and count a distribution per proxy.

Overage Invoicing

Overages are invoiced in arrears monthly for each Overage Billing Period (defined below). Overages are invoiced by the same entity (VMware or your VMware authorized reseller) that invoices Customer for the Service. Overage invoices will be issued for overage consumption after each monthly Overage Billing Period during which overages occur.

The Overage Billing Period is typically each calendar month, but if new capacity is purchased mid-month, then Customer's bill will be prorated into two billing periods based on the number of days in each period.

The Overage Pricing Rate for each billing period corresponds to the PDIR for that period. For example, assume Customer is at 30,000 PPS. Ten days into a 30-day billing cycle, Customer added 10,000 PPS PDIR to its existing 30,000 PPS PDIR. Customer had an overage of 5,000 PPS Effective DIR during the first 10-day billing period, and an overage of 1,000 PPS Effective DIR during the 20-day billing period. Customer will be billed for 5,000 PPS at Customer's Overage PPS Pricing Rate for Pricing Tier 2, prorated for 10 days (1/3 of the billing cycle), and billed for 1,000 PPS at Customer's Overage PPS Pricing Rate for Pricing Tier 3 prorated for 20 days (2/3 of the billing cycle).

Data Retention and Deletion

During the Subscription Term, Customer Data submitted to the Service will be retained and available for querying and alerts for varying periods of time depending on the data type. Customers will have access to Metrics for thirteen (13) months, Distributions for six (6) months, Ephemeral Metrics for thirty (30) days and Traces for seven (7) days.

Following the Subscription Term's expiration or termination, all Customer Data will be deleted from VMware's systems within ninety (90) days.

The following additional terms apply only to Subscription Term start dates on or before October 31, 2023: During the Subscription Term, Customer Data submitted to the Service will be retained and available for querying and alerting and is retained for up to nineteen (19) months from the date and time the data was originally submitted to the Service. Customers will have access to Metrics for eighteen (18) months, Distributions for six (6) months, Ephemeral Metrics for thirty (30) days, and Traces for seven (7) days. Access to and deletion of Logs data will be in accordance with the VMware Aria Operations for Logs service. All other Customer Data will be marked for deletion at eighteen (18) months from the date it was originally submitted and will be deleted nineteen (19) months after the date it was originally submitted.

4: Customer Assistance and Technical Support

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 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.

Incident and Problem Management
VMware will provide incident and problem management services (detection, severity classification, recording, escalation, and return to service) pertaining to:
• Infrastructure over which VMware has direct, administrative access and control, including servers and services used to provide the Service.

Customer is responsible for incident and problem management (e.g., detection, severity classification, recording, escalation, and return to service) pertaining to:
Customer account settings in the Service's administrative management console.
• User-deployed and -configured assets such as proxy agents.
• Anything else not under VMware's direct control and administration.

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.

- <u>Excessive Consumption</u>. If VMware determines that Customer's aggregate activity on the Service imposes an unreasonable load 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 to enter into a separate fee agreement for the remainder of the Subscription Term.

- In the event that Customer exceeds its authorized usage (as measured in VMware's reporting system or as otherwise calculated by VMware), Customer agrees to promptly pay the amounts invoiced for the excess usage and/or submit a new order for the excess use. In addition, the parties agree to meet in good faith to determine the subscriptions required by Customer for the remainder of the Subscription Term.

- Optional capabilities may be available with the Service and will be provided in accordance with their documentation.

6: Definitions

"Distributions" let Customer compute, store, and use distributions of Metrics rather than a single Metric. Distributions are useful for high-velocity Metrics about Customer applications and infrastructure – particularly Metrics gathered across many distributed sources.

"Ephemeral Metrics" are Metrics that are retained in the Service for a maximum of 30 days.

"Logs" are structured or unstructured text records of events that took place at a given time.

"Metric" is a numeric datapoint that is used to represent a value such as the number of failed network connections or CPU load.

 "**Service Credit**" means the number of days that are added to Customer's current Subscription Term.

"**Service Infrastructure**" means any VMware or licensor technology and intellectual property used to provide the Service.

"Traces" represents how an individual request propagates through Customer's application or among a set of services.

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)

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

Service Availability	99.9%

3.0   AVAILABILITY CALCULATION

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

$$\frac{\text{Total Minutes in Calendar Month} - \text{Excused Outages} - \text{Non-Excused Outages*}}{\text{Total Minutes in a calendar month} - \text{Excused Outages}} \times 100 = \text{Availability Target}$$

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   UNAVAILABILITY AND SLA EVENTS

The Service Offering will be considered "Unavailable" to Customer, subject to the Service Level Agreement Limitations set forth below, if VMware's monitoring tools determine one of the events described below (each, an "SLA Event") has occurred.

The total minutes that the Service Offering 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 Customer.

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:
- Any of the network interfaces of the Service Offering are unavailable for more than three (3) consecutive minutes. The "network interfaces of the Service Offering" means the outside network interfaces providing the Service Offering's public internet connectivity.
- A user cannot successfully authenticate and access the user interface of the Service Offering for more than three (3) consecutive minutes (excluding failures to authenticate or access resulting from an issue on the customer's network or authentication service, if applicable).
- The Service Offering is unable to ingest any data for more than three (3) consecutive minutes.
- All valid query execution requests return with a server error for more than three (3) consecutive minutes.
- The Service Offering is unable to perform checking of at least one alert for more than three (3) consecutive minutes.

5.0   SERVICE CREDIT

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

VMware will provide a Service Credit equal to two (2) days of additional service for each 1 hour or part thereof (aggregated) that the service is not available in a single 24-hour period, subject to a maximum of seven (7) calendar days for all incidents occurring during that 24 hour period. A Customer may only receive up to twenty-eight (28) days maximum, for up to four (4) Service Credits, over twelve (12) months. The maximum is a total for all claims made in that twelve (12) month period.

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.

6.0   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.

7.0   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.
- 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
- Any downtime that results from any of the below listed exclusions to a claim.
- Scheduled maintenance windows where Customer have been notified at least twenty-four (24) hours in advance
- Recurring or zero-impact maintenance windows that are made generally available to all customers
- Customer's misuse of a particular instance of the Service Offering
- Packet loss, network or internet problems beyond VMware's border router supporting our public internet connectivity
- Bugs in code, hardware, or services for which there is no commercially reasonable known fix (even if there is a known workaround)
- Any SLA issue during a period where Customer increases the Data Ingest Rate (DIR) or Data Scan Rate (DSR) by more than 30% over the previous billing month (as measured by taking the 95th percentile over that month) without notifying and reaching agreement with VMware Customer Support for the Tanzu Observability Service Offering
- 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 for the Service.
- 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.
- 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).
- Defects in the Service due to abuse or use other than in accordance with VMware's published Documentation unless caused by VMware or its agents.

<div align="center">END OF EXHIBIT A</div>