

Nutanix Service Level Agreement

This Service Level Agreement (“SLA”) is subject to the Nutanix License and Services Agreement (“Agreement”) governing Your use of Cloud Services (“Service”). All capitalized terms not defined in this SLA have the meaning ascribed to them in the Agreement.

Definitions

Availability Percentage means $[(\text{Total number of minutes available in the Billing Cycle} - \text{number of minutes of Service Unavailability rounded down}) / \text{Total number of minutes available in the Billing Cycle}] \times 100$

Availability Zone means a fault-isolated collection of data centers within a Region.

Billing Cycle means the recurring monthly term applicable to Your Service as defined in the Entitlement.

Scheduled Downtime means scheduled Cloud Services maintenance, updates and upgrades

Region means a geographical location of data centers as published by Us and selected by You for the Cloud Services

Service Unavailability means experiencing a complete loss of external connectivity for 10 or more consecutive minutes excluding Scheduled Downtime

Service Commitment

Your expected Services Availability is:

Service Availability Percentage	99.9%
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Remedies

The following Service Credits are Your sole and exclusive remedy and Nutanix’s sole and exclusive liability for any Service Unavailability that occurs under this SLA. They are aggregate Service Credits amounts per Billing Cycle regardless of the number of Service Unavailability events per Billing Cycle.

Service Availability Percentage	Service Credit
99.9% - 99%	5%
<99%	25%

Limitations

This SLA and any applicable Service Commitments do not apply to any performance or availability issues arising out of:

1. Any factors beyond our reasonable control (e.g natural disaster, war, acts of terrorism, riots, government action, or failure of network or device not owned and operated by Us, including at your site or between your site and our data center);
2. Your use of services, hardware, or software not provided by Us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;

3. Your use of the Services inconsistent with applicable Documentation and guidance provided by Us in connection with the Services or Your violation of the Agreement;
4. Your action (or inaction when required), including failure to properly configure Your Content or assets (virtual or physical), failure to follow applicable policies, including acceptable use, failure to provision adequate bandwidth or compute resources, failure to secure your credentials, and failure to follow required security practices
5. Staggered delays, custom execution scripts and database startups
6. Your use of No-Charge Services

Service Credit Claims

You may initiate a claim for Service Credit by opening a support case. To help Us evaluate Your request, please include detailed information substantiating the claim, including

- Description of the incident that you believe caused the Service Unavailability shortfall
- Time, region and Availability Zone
- Impacted VMs and users
- Screenshots that depict your attempt to use the Service and the response from Service
- Any applicable log files

Service Credit for Service Unavailability will be calculated as a percentage of total Billing Cycle fees during which the unavailability is experienced.

The Service credit will be applied as a credit in the next Billing Cycle immediately following the Billing Cycle in which the Service Credit request is recognized and must be used in the same Billing Cycle in which it is applied or it is void. Service Credits apply only to fees paid for the Service that experienced the Service Unavailability.

You must submit a service credit claim within 30 days from the date of the Service Unavailability.

Once you provide all the information in the claim, We will process the claim within 30 days from the day when the last supporting documentation is received.