VMware vRealize® Network Insight™ Universal

Service Description

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vmware®

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1. Introduction

1.1 Service Description

VMware vRealize® Network Insight™ Universal ("vRealize Network Insight Universal" or the "Service Offering") is a cloud-managed subscription offering that includes both on-premises and hosted components. vRealize Network Insight Universal gives customers the ability to holistically manage instances across hybrid and multi-cloud environments, and provides customers with an option to change between its on-premises environment and a cloud environment, thereby giving customers a seamless experience as they accelerate their transition to the cloud. vRealize Network Insight Universal (Standard) also provides VMware vRealize® Cloud Federated Analytics™ for a single pane of glass view and control of all a customer's managed environments.

vRealize Network Insight Universal includes the following components:

On-premises components:

- VMware vRealize® Network Insight™ (Enterprise)
- VMware vRealize® Suite Lifecycle Manager™

Hosted components:

- VMware vRealize® Network Insight Cloud™
- VMware vRealize® Cloud Subscription Manager™

1.2 Technical Documentation and Training

For technical documentation and training for the Service Offering, refer to the technical documentation for each component of the Service Offering, available at: https://docs.vmware.com

1.3 Legal Terms

Use of the Service Offering is subject to the VMware Cloud Service Offerings Terms of Service, that can be found through a link on the VMware end user terms landing page, at: https://www.vmware.com/download/eula.html

The on-premises components are VMware Software, and are subject to the VMware End User License Agreement (the "EULA", that can be found through a link on the VMware end user terms landing page, at: https://www.vmware.com/download/eula.html

If there is a conflict between the EULA and the Agreement (as defined in the TOS), the terms of the Agreement will govern.

2. Service Operations

The following outlines VMware's roles and responsibilities in providing the Service Offering. While specific roles and responsibilities have also been identified as being owned by you, any roles or responsibilities not contained in this Service Description are either not the duty of VMware or are assumed to be your responsibility.

2.1 Service Provisioning

2.1.1 On-premises Components

For the on-premises components of vRealize Network Insight Universal, VMware will provide the following provisioning services:

- Deliver applicable license key(s) to the VMware customer account of the contact that you identified in your Order.

Your responsibilities include:

- Deploy the latest version of vRealize Suite Lifecycle Manager in your on-premises environment, and establish a connection between vRealize Suite Lifecycle Manager and your VMware customer account.
- Use vRealize Suite Lifecycle Manager to apply the vRealize Network Insight Universal license key to the on-premises components of the Service Offering and activate these components.
- If you are using any on-premises components of the Service Offering, you must (i) install vRealize Suite Lifecycle Manager in your on-premises environment, as provided above, and (ii) maintain a connection between vRealize Suite Lifecycle Manager and vRealize Cloud Subscription Manager, to enable reporting of usage and licensing data to VMware, as more particularly set forth in Section 3.3, below.

2.1.2 Hosted Components

VMware will provide the following provisioning services for the hosted components of the Service Offering:

- VMware will send a notification to the contact that you identified in your Order inviting that contact to activate the hosted components of the Service Offering. Hyperlink(s) to activate and access the hosted components of the Service Offering will be provided within that notification.
- VMware will ensure that the identified contact can create additional user accounts for other users, as needed.

Your responsibilities include:

- Activate all hosted components of the Service Offering by accessing the activation hyperlink(s) provided by VMware and, as needed, create and configure a VMware Cloud Services account.
- Establish a method of payment for your VMware Cloud Services account.
- As needed, deploy and configure cloud proxies in your on-premises environment to collect and route data into the hosted components of the Service Offering.
- As needed, configure the hosted components of the Service Offering to access your account(s) with supported third-party cloud-based services (for example, Amazon Web Services).

2.2   Incident and Problem Management

VMware will provide incident and problem management services (e.g., 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 Offering.

You are responsible for incident and problem management (e.g., detection, severity classification, recording, escalation, and return to service) pertaining to:

- Your account settings in the Service Offering administrative management console.
- User-deployed and user-configured assets such as proxy agents.
- Anything else not under VMware's direct control and administration.

2.3   Change Management

VMware will provide the following change management elements:

- Processes and procedures to release new code versions and bug fixes.

You are responsible for:

- Management of changes to your tagging process, alert settings, dashboards, and other content.
- Administration of self-service features provided through the Service Offering's system console and user portal, up to the highest permission levels granted to you.
- Changes in the data collection agents used.
- Cooperating with VMware when planned or emergency maintenance is required.

2.4   Service Operations Data

In connection with providing the Service Offering, VMware collects and processes information (such as configuration, performance, and log data) from VMware's software or systems hosting the Service Offering, and from the customer's systems, applications, and devices that are used with the Service Offering. This information is processed to facilitate delivery of the Service Offering, including but not limited to (i) tracking entitlements, (ii) providing support, (iii) monitoring and ensuring the performance, integrity, and stability of the Service Offering's infrastructure, and (iv) preventing or addressing service or technical issues. To the extent any of this data is considered personal data under applicable data protection laws, the data will be treated in accordance with VMware's Privacy Notice, including the VMware Products and Services Notice available at: https://www.vmware.com/help/privacy.html.

2.5   Usage Data

The Service Offering collects data (such as configuration, performance, and usage data) directly from VMware's software or systems hosting the Service Offering, and from the customer's systems, applications, and devices involved in the use of the Service Offering, to improve VMware products and services, your and your users' experience, as more specifically described in VMware's Trust and Assurance Center, at:
https://www.vmware.com/solutions/trustvmware/usage-data-programs.html.

To the extent that any of this data is considered personal data under applicable data protection laws, the data will be treated in accordance with the VMware Privacy Notices, found at https://www.vmware.com/help/privacy.html.

In connection with the collection of usage data, VMware and its service providers use cookies. Detailed descriptions of the types of cookies we use can be found at the VMware Privacy Notices available at https://www.vmware.com/ help/privacy.html. More information on how to choose whether to accept certain cookies used by VMware websites and solutions can also be found from that page.

2.6   Service Location

Hosted components of the Service Offering are deployed in Amazon Web Services ("AWS") data centers in multiple regions. You have the option of selecting the AWS region where your instances of the hosted components of the Service Offering will be deployed, and data collected or generated by the hosted components will persist in that data center. If you do not select a specific AWS region, your instances of hosted components will be hosted in the US West (Oregon) AWS region.

3.   Business Operations

3.1   Purchasing the Service Offering

The Service Offering is sold on a per-CPU basis. For purposes of this Service Description, **"CPU"** is a unit of measure defined based on the environment managed by the Service Offering, and one "CPU" is defined as any one of the following, as applicable:

- A single Processor running VMware vSphere®
- A single Processor running on VMware Cloud™ on AWS or on VMware Cloud™ on Dell EMC
- Up to eighteen (18) vCPU in a public cloud environment
- Up to eighteen (18) Non-VMware IP Endpoints in Your on-premise environment discovered from Device Flows

For any Software licensed on a per-Processor basis, each Software license may be used on a Processor with up to thirty-two (32) Physical Cores. If the Processor has more thirty-two (32) Physical Cores, one (1) additional Software license is required for every additional thirty-two (32) Physical Cores in the Processor.

A "Processor" means a single, physical chip that houses at least one Physical Core that can execute computer programs. A "Physical Core" means a single physical computational unit of the Processor.

A Device Flow is defined as a stream of packets, aggregated across individual sessions, with unique source IP address, destination IP address, IP protocol, and destination UDP/TCP port. A Flow can represent unidirectional or bidirectional communication.

A Non-VMware IP Endpoint means any IP address that is discovered in vRealize Network Insight only from the switch/underlay NetFlow, IPFIX or sFlow records. For example, a Non-VMware IP Endpoint could be IP end points (physical or virtual) that are communicating with each other, but that are not reported by a VMware data source.

Each "CPU" can be applied to usage of either the on-premise components of the Service Offering or the hosted components of the Service Offering.

For vRealize Network Insight Universal, the definitions of "CPU" and "Operation Systems Instance" in this Service Description supersede other definitions of these terms in the VMware Product Guide and other Service Descriptions for VMware cloud service offerings.

You can purchase an entitlement to the Service Offering as a committed term subscription of 1, 2, 3, 4, or 5 years. Base charges for the entire committed term are payable up front. Overage charges will be computed and billed to you, in arrears, as described in Section 3.3, below.

3.2   VMware Cloud Upgrade Program

If you receive your entitlement to the Service Offering through the VMware Cloud Upgrade Program, you agree that you will, within ninety (90) days of the purchase of the entitlement, relinquish your entitlements to relevant perpetual licenses for vRealize Network Insight that were exchanged through the vRealize Network Insight Universal Subscription Upgrade Program (the "Exchanged Licenses"). By the end of that 90-day period, you must stop using any license keys related to those specific Exchanged Licenses, and VMware will invalidate those Exchanged Licenses license keys. You are not required to uninstall any VMware Software if you convert your existing perpetual licenses to a vRealize Network Insight Universal entitlement by applying vRealize Network Insight Universal license key to your existing VMware Software instances.

3.3   Billing and Usage Metering

Usage Metering and Reporting

For purposes of this Service Description, "Usage" of the Service Offering is defined as the highest summation of CPUs managed by vRealize Network Insight (Enterprise) and vRealize Network Insight Cloud, as measured by the vRealize Cloud Subscription Manager.

You are responsible for providing VMware with Usage data of the Service Offering's on-premises components that you have deployed. To deliver Usage data to VMware, you are responsible for:

- Deploying the latest version of vRealize Suite Lifecycle Manager in your on-premises environment. vRealize Suite Lifecycle Manager automatically collects and records Usage data from components of the Service Offering deployed in your on-premises environment on a daily basis.
- Connecting vRealize Suite Lifecycle Manager to vRealize Cloud Subscription Manager, a hosted component of the Service Offering. Usage data collected by vRealize Suite Lifecycle Manager is transmitted to vRealize Cloud Subscription Manager.
- Failure to comply with the requirements of this section may result in cancellation of your entitlement to the Service Offering, in which case you will not be eligible for any refund.

Usage data for the hosted components of the Service Offering are automatically collected from your instance(s) of these components by the vRealize Cloud Subscription Manager.

Overage

For purposes of this Service Description, "Overage" is defined as the amount of Usage of the Service Offering during the relevant time period that exceeds the Usage covered by your active committed term subscriptions to the Service Offering. Overage is calculated daily and averaged over one month. Overage is charged on a per CPU, per month basis at the then-current overage rate for the Service Offering, and it is billed in arrears once per VMware fiscal quarter.

3.4   Expiration of Committed Term Subscription

Committed term subscriptions for the Service Offering ("Subscription") do not renew at the end of the purchased subscription term. If you do not purchase a new subscription and there is no other active subscription associated with your account, your entitlement to the components and features of the Service Offering will be terminated, except that you can still access vRealize Network Insight Cloud, which will continue to operate as a separate service offering, and you will be charged for use of that offering on an on-demand basis, at the then-current charges for on-demand usage.