



NOTICE: This Service Description is no longer being updated. Content has been moved to the Cloud Services Guide, found at <https://www.vmware.com/agreements>

VMware Carbon Black® Hosted EDR™ (formerly known as CB Response Cloud)

Service Description

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1. Introduction

1.1 Service Description

VMware Carbon Black® Hosted EDR™ (Carbon Black Hosted EDR or the “Service Offering”) is a highly scalable incident response and threat hunting solution designed for security professionals and security operations center (SOC) teams. Carbon Black Hosted EDR continuously records and stores unfiltered Endpoint data, so that SOC professionals can proactively detect advanced threats, hunt threats in real time, and visualize the complete attack kill chain. The Service Offering leverages the VMware Carbon Black Cloud™ aggregated threat intelligence functionality, which is applied to the Endpoint activity system of record for evidence and detection of these identified threats and patterns of behavior. VMware Carbon Black Hosted EDR is provided as a cloud-delivered service that is operated by VMware in a secure data center. The Service Offering is accessed by users through a web browser and by using scripts against a public API.

VMware Carbon Black Hosted EDR ingests a variety of data sources that are processed and stored as cybersecurity events, behaviors, and system state metrics, and that can be integrated into a user’s existing security stack.

VMware Carbon Black Hosted EDR is composed of a cloud-based console and an Endpoint agent.

VMware Carbon Black Hosted EDR includes:

- A cloud-hosted, high-availability, and high-performance time series database for aggregation and storage of high-volume data from the customer’s Endpoints and server workloads.
- A REST API that allows users to perform a subset of the operations that they can carry out through the Service Offering. Users can integrate the Service Offering with third-party cybersecurity products, such as Antivirus, Security

Information and Event Management (SIEM) and Security Orchestration, Automation, and Response (SOAR) platforms.

- Software agents (“Sensor Software”) installed on the customer’s Endpoints and server workloads.

1.2 Technical Documentation

A Quick Start guide, conceptual guides on key areas of the platform, workflow guides for navigating through key features, help pages, information about APIs, product resources, community forums, and FAQs are available only to customers logged in to the following URL:

<https://community.carbonblack.com/>.

1.3 Legal Terms

Terms of Service

Use of VMware Carbon Black Hosted EDR is subject to the VMware Cloud Service Offerings Terms of Service (“Terms of Service”), that can be found through a link at the VMware end user terms landing page, at:

<https://www.vmware.com/download/eula.html>

or directly at:

<https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-cloud-services-universal-tos.pdf>

The Sensor Software is subject to VMware's standard End User License Agreement ("EULA"), which can be found through a link at the VMware end user terms landing page. If there is a conflict between the EULA and the Agreement (as defined in the Terms of Service), the terms of the Agreement will govern.

The Terms of Service and the EULA supersede over any conflicting terms that may be presented to a customer upon logging into VMware Carbon Black Hosted EDR.

Additional Terms

In addition to the terms and conditions in the Terms of Service and elsewhere in the Agreement, the Service Offering is also subject to the following additional terms:

Disclosure of Personal Data

VMware will not disclose personal data outside of VMware or its affiliates except: (i) as the customer directs; (ii) as described in the Agreement; or (iii) as required by law. VMware Carbon Black Hosted EDR may include optional functionality provided by third party processors. If a customer chooses to utilize that functionality, the customer will be provided advance notice of the processing details. Following that notification, a customer may choose to: (a) refrain from utilizing the applicable functionality, in which case such processing will not occur; or (b) proceed with the functionality, in which case VMware will be authorized to process in accordance with the details provided.

Threat Intelligence Data Collection

VMware Carbon Black Hosted EDR may collect data relating to malicious or potentially malicious code, attacks, and activities on the customer's Endpoints ("Threat Intelligence Data"). Threat Intelligence Data is collected by VMware for analysis and possible inclusion in a threat intelligence feed utilized by certain VMware Carbon Black service offerings. Prior to inclusion in any threat intelligence feed, Threat Intelligence Data will be: (i) reduced to a

unique file hash or to queries or general behavioral descriptions that can be used to identify the same or similar malicious or potentially malicious code in the customer's systems and other customers' systems; and/or (ii) be anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data to its customers at its discretion as part of its threat intelligence data feed. By using a VMware Carbon Black service offering, the customer is deemed to have agreed that Threat Intelligence Data is not Customer Data, and VMware may retain, use, copy, modify, distribute and display the Threat Intelligence Data for its business purposes, including without limitation for developing, enhancing, and supporting products and services, and for use in its threat intelligence feed. The information provided via any threat intelligence feed is provided on an "AS IS" and "AS AVAILABLE" basis only.

Updates and Upgrades to On-Premises Components

VMware may release patches, bug fixes, updates, upgrades, maintenance and/or service packs ("Updates") for the Sensor Software from time to time, which may be necessary to ensure the proper function and security of the Service Offering. VMware is not responsible for performance, security, warranty breaches, support or issues encountered in connection with the Service Offering that results from a customer's failure to accept and apply Updates within a reasonable time frame.

2. Service Operations

The following outlines VMware's roles and responsibilities in providing VMware Carbon Black Hosted EDR. 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

VMware will provide the following provisioning services for first-time customer purchases; not all items may apply for purchases by existing customers:

- VMware will create an instance of the applicable cloud service offering for you.
- VMware will create a corresponding service account and send an email or other notification to the contact that you identified in your Order inviting that contact to the newly created instance. A URL to access 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:

- Deploying and configuring software agents to the authorized Endpoints to collect and route data into the Service Offering as needed.
- Configuring the Service Offering as needed.

2.2 Support

For assistance in identifying and resolving errors, and to answer questions related to the operational use of VMware Carbon Black Hosted EDR, see the VMware Cloud Service Support Policies page, at <https://www.vmware.com/support/policies/saas-support.html>.

For assistance with on-premise components of VMware Carbon Black Hosted EDR, see the general VMware support terms, at:

<https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/support/vmware-support-terms-conditions.pdf>.

2.3 Disaster Avoidance and Disaster Recovery

VMware Carbon Black Hosted EDR is subject to a disaster recovery/business continuity policy. Notwithstanding the foregoing, the Service Offering should not be considered the database of record for your data, and you should not rely on or consider the Service Offering as the sole source of your data, nor a complete copy of your data.

2.5 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 VMware Carbon Black Hosted EDR.

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

- Your account settings and configurations in the VMware Carbon Black Hosted EDR administrative management console.
- User-deployed and user-configured assets such as proxy agents.
- Third-party services to which you connect VMware Carbon Black Hosted EDR.
- Anything else not under VMware's direct control and administration.

2.6 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 VMware Carbon Black Hosted EDR 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.

2.7 Data Privacy

Data Collection for Performance Improvement

VMware Carbon Black Hosted EDR may collect data directly from the Service Offering components, and use such data to diagnose and improve VMware's products and services, and to fix issues.

This data collection is in part made possible using cookies. Detailed descriptions of the types of cookies we use can be found in the VMware Privacy Notice, and policies linked from that Privacy Notice. More information on how to choose whether to accept certain cookies used by VMware websites and solutions can also be found from the VMware Privacy Notice.

The VMware Privacy Notice can be found at: <https://www.vmware.com/help/privacy.html>.

You agree to provide the information in this section to all end users of any VMware Carbon Black service offering.

Deletion of Data

Following expiration or termination of the Agreement, all Content, and all personal data contained in Content in VMware's possession will be deleted from VMware's primary database and (if applicable) back-up database in accordance with the applicable VMware retention schedule(s), unless: (a) VMware is required by applicable law to retain any of the personal data (in which case VMware will implement reasonable measures to isolate the personal data from any further processing), or (b) VMware is otherwise permitted to retain the data in accordance with the Agreement.

3. Business Operations

Billing and Usage Metering

The VMware Carbon Black Hosted EDR offering is sold on a per-Endpoint basis. For purposes of this Service Description, "Endpoint" means the computer device(s) on which the Sensor Software is installed, including, but not limited to, laptops, desktops, tablets, point of sale devices, and servers. You will be billed for committed fees and charges in advance and, if applicable, for overage charges in arrears.

Entitlements to VMware Carbon Black Hosted EDR can be purchased for a committed term subscription of 1, 3, or 5 years.

The subscription term begins on the date that we send a welcome email to the contact identified in your Order, which tells you how to download any on-premise components and log in to the Service Offering, and provides you the needed credentials.

You can purchase subscriptions to the Service Offering directly from VMware, or from an authorized VMware reseller. Consult your VMware sales representative for guidance on how to purchase a subscription.

If you wish to purchase additional subscriptions, the Subscription Terms for those additional subscriptions may not always be coterminous with subscriptions already purchased. Consult your VMware sales representative for details on purchasing additional subscriptions.

Cancellation

You cannot cancel or terminate your subscription to the Service Offering prior to the expiration of the committed purchased Subscription Term. You are liable for all charges for the Subscription Term, regardless of whether you actually use VMware Carbon Black Hosted EDR for the entire Subscription Term. There is no refund for any committed charges that you paid at the time you purchased your subscription.

Termination

Termination of your VMware Carbon Black Hosted EDR instance will result in permanent loss of access to the environments, discontinuation of services, and a deletion of the environments and configurations.

We may retain your Content in our systems for a period of time following the effective termination date, in accordance with our data retention policy. If you wish to extract your Content from VMware Carbon Black Hosted EDR (to the extent you have not already done so prior to termination of your Subscription Term), you must

notify us within five (5) days after the effective termination date, and we will assist you in extracting Content from VMware Carbon Black Hosted EDR. You will be responsible for all fees associated with Content extraction. If you do not notify us within that 5-day period, your Content may be permanently deleted and may not be recoverable.