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VMware Cloud Director™ service

Service Description

Updated as of 29 August 2022



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1. Introduction

1.1 Service Description

The VMware Cloud Director™ service (the “Service Offering”) enables cloud providers, managed service providers, and approved VMware customers who are not participants in the appropriate VMware partner program (each, a “Cloud Provider”) to deploy instances of the Service Offering (“Cloud Director Instances” or “CDIs”) in a self-service manner to multiple regions across the globe. The Cloud Provider deploys and monitors CDIs through the Service Offering platform (the “Console”).

The Service Offering is consumed by Cloud Providers in conjunction with VMware vSphere®, VMware NSX®, and other VMware products to provide compute, storage, and networking capacity in a multi-tenant environment for their end users and end customers (“End Users”). Any Cloud Provider leveraging the Service Offering for third parties must be a participant in the appropriate VMware partner program, and any VMware customers who are not participants in the appropriate VMware partner program may only use the Service Offering for their internal benefit (i.e., they may not provide hosting services to their own end user customers). Cloud Providers can aggregate multiple vSphere-based environments, which may be on-premises or cloud-based, to create this multi-tenant cloud environment. Cloud Providers may also layer their own services or third party services on top of the Service Offering to create a unique cloud offering.

A Cloud Provider can customize each CDI by configuring the theme and the relevant URL, as well as including add-on services to the environment. VMware will provide maintenance, patching, and upgrades, so the Cloud Provider can focus on operating managed services for its End Users. Once the CDI is configured, the underlying compute, networking, and storage will be provided as a service offering by VMware.



A Cloud Provider can connect a CDI to already-provisioned Software Defined Data Center capacity ("SDDC Instance"). The Cloud Provider can then allocate the resources of an SDDC Instance for self-service consumption by its End Users.

Cloud Providers transact directly with their End Users to consume the underlying capacity of the CDI. A Cloud Provider's End Users never have direct access to the underlying cloud capacity of the SDDC, and can only consume resources by leveraging the VMware Cloud Director service user interface.

1.2 Technical Documentation and Training

A Quick Start guide, conceptual guides on key areas of the platform, workflow guides for navigating through key features, and FAQs are available at <https://cloud.vmware.com/cloudprovider-hub/cloud-director-service>

1.3 Legal Terms

Use of the Service Offering is subject to the Terms of Service, that can be found at the VMware end user terms landing page, at: <https://www.vmware.com/download/eula.html>

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

Cloud Providers can provision and manage their Cloud Director Instances using the Console. Your responsibilities include:

- Using the Console to provision your CDI.
- Selecting the available AWS region in which to deploy your CDI.
- Connecting CDIs to approved vSphere cloud capacity.
- Provisioning and management of your tenants.

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, and your and your users' experiences, as more specifically described in VMware's Trust & 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 VMware's Privacy Notice, including the VMware Products and Services Notice available 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 in 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 link.

2.6 Data Retention and Deletion

Following expiration or termination of the Agreement, all of Your Content, and all personal data contained in Your Content, in VMware's possession will be deleted from VMware's primary database and (if applicable) back-up database, as described in the "Termination" section, below. The only exception would be if and to the extent that 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).

3. Business Operations

Billing and Usage Metering

Purchasing the Service Offering

The Service Offering is offered (i) on an on-demand basis, or (ii) for a committed term subscription for either a one-year or a three-year term. For on-demand usage, you are billed monthly, in arrears.

The Service Offering is sold per Core. For purposes of this Service Description, “Core” means a unit of measure that is defined based on the environment in which the software operates: (1) in a physical computing environment, a Core is a Physical Core, (2) in a virtualized or hypervisor (VM) computing environment, a Core is a single physical computational unit of the Processor which may be presented as one or more vCPUs and/or (3) in a public cloud computing environment, a Core is defined as a single physical computational unit of the Processor, which may be presented as one or more vCPUs, but may be named differently by the public cloud vendors, e.g., Amazon Web Services defines Core as “vCPU”, Microsoft Azure defines Core as “Core” or “vCPU”, Google Cloud Platform defines Core as “Virtual CPU”, and Heroku defines Core as “Compute”. “Physical Core” means is a single physical computational unit of the Processor. “Processor” means a single, physical chip that houses at least one Physical Core that can execute computer programs.

You can pay Service Offering fees (i) by credit card, (ii) through redemption of VMware’s Subscription Purchasing Program (SPP) credits, Hybrid Purchasing Program (HPP) credits, or an MSP Commit Contract (collectively, “Credits”), or (iii) for committed term subscriptions by using a purchase order (PO) and invoice process (provided that you qualify for that program).

Refer to the following for information on the Credit programs:

SPP Program Guide:

<https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/solutions/vmware-sppprogram-guide.pdf> HPP Program Guide:

<https://www.vmware.com/files/pdf/solutions/vmware-hpp-program-guide.pdf> Refer

to the following for information on the MSP Commit Contract program:


https://cloud.vmware.com/cloud-provider-hub/images/pdf/Managed_Service_Program_Solutions_Brief.pdf

Renewal

Committed term subscriptions do not automatically renew at the end of the purchased subscription term. If you wish to purchase additional committed term subscriptions, those Subscription Terms will not be coterminous with any previously purchased subscriptions.

Termination

Termination of your Service Offering instance will result in permanent loss of access to the environments, discontinuation of services, and a deletion of the environments and configurations.



We will retain Your Content in our backup systems for seven (7) days following the effective termination date of your subscription. If you wish to extract Your Content from the Service Offering (to the extent you have not already done so prior to termination of your Subscription Term), you must notify us within 24 hours after the effective termination date, and we will assist you in extracting Your Content from the Service Offering. You will be responsible for all fees associated with Your Content extraction. If you do not notify us as required, Your Content will be permanently deleted and will not be recoverable.