VMware Edge Network Intelligence™

Service Description

Dated as of 15th October 2020
1. Introduction

1.1 Service Description

VMware Edge Network Intelligence™ (the “Service Offering”) is a SaaS-based Artificial Intelligence for IT Operations (AIOps) solution that provides proactive actionable intelligence to ensure that end-user and IoT devices at the edge of distributed and secure enterprise networks get the performance and analytics they need from WLAN, LAN, WAN, and SASE network services and applications to which they connect. The Service Offering employs machine learning algorithms and modern big data analytics to process high volumes of data from a wide range of networks, devices and applications. In doing so, the Service Offering auto-discovers end-user and IoT devices, automatically establishes baselines, understands every single client interaction, and monitors for deviations to provide actionable insights that operations teams can proactively remediate.

The Service Offering includes access to the following components:

- The Service Offering platform and accompanying UI portal, hosted and managed by VMware. The platform monitors and collects insights, for the purpose of providing services to customers, including – delivering rich client experience and enabling ITOps to better manage and secure enterprise edge networks.
- VMware Edge Network Intelligence analytics edge software is installed on customer-premise equipment (the “Equipment”) or Devices at the customer location. The software collects performance metrics from across the network stack and examines network traffic by performing deep packet inspection. The extracted performance metrics are sent to the Service Offering platform for analysis.
- Access to the VMware SD-WAN orchestrator, that provides centralized enterprise-wide installation, configuration and real-time monitoring of VMware SD-WAN Edge devices. The VMware SD-WAN orchestrator is hosted and managed by VMware.

1.2 Technical Documentation and Training

Documentation outlining key concepts and instructions on the configuration of the various features is embedded in the Service Offering portal. The URL for the VMware Edge Network Intelligence and VMware SD-WAN orchestrator instance will be provided as part of the service provisioning.

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

or directly at:


2. Service Operations

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

## 2.1 Service Provisioning

VMware will provide the following provisioning services:

- VMware will create an instance of the 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:

- Provisioning and deploying the Analytics Edges in accordance with the ordered quantities.
- Deploying and configuring Analytics Edges to collect and route data into the Service Offering as needed.
- Procuring and installing appropriate Equipment to run the Software if you do not obtain the Equipment from VMware.

## 2.2 Support

For assistance in identifying and resolving errors, and to answer questions related to the operational use of the Service Offering, go to the VMware Support page, at [https://www.vmware.com/support/services.html](https://www.vmware.com/support/services.html)

## 2.3 Disaster Avoidance and Disaster Recovery

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.

## 2.4 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.

## 2.5 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.
- Cooperating with VMware when planned or emergency maintenance is required.

### 2.6 Data Privacy

#### Usage Data

The Service Offering collects data directly from the VMware SD-WAN Edges, including flow statistics (hostname, source and destination IP address, source MAC address, destination domain name, protocol, application and application category) and link statistics (ISP name, Public IP address, bandwidth, latency, packet loss and jitter) to improve VMware products and services, and your and your users’ experiences. See the VMware 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 Notice, 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 that are used can be found in the VMware Privacy Notice and policies linked from the VMware Privacy Notice. More information on how to choose whether to accept certain cookies used by VMware websites and solutions can also be found from that link.

#### Metrics Data

During the Subscription Term, metrics data points transmitted to the Service Offering by you will be retained and available for querying and alerts for at least two weeks (by default) from the date and time the data point was originally ingested into the 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, 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

#### Purchasing the Service Offering

The Service Offering can be purchased for one-year, three-year or five-year terms. The Service Offering is sold based on the number of network nodes that will be monitored. Contact your VMware sales specialist to understand Service Offering dimension (node count) to meet your business needs.
In connection with your order for the Service Offering, you will need to provide site count, site location(s), node count and your network administrator’s email. The information you provide is required to configure and provision the Service Offering for you.

Your Subscription Term will begin on the first to occur of (i) the date your instance of the Service Offering has been provisioned or (ii) the end of your deployment window if a deployment window was quoted and ordered. If you do not provide the needed information, VMware cannot provision the Service Offering for you. The Subscription Term may begin prior to installation of the Equipment or Device in your location. VMware may permit you to continue to use the Service Offering for an additional period, not to exceed 30 days, after expiration of your committed Subscription Term, at no additional cost, if your Subscription Term began prior to installation of the Equipment or Device. All terms, other than payment of fees, will continue to apply during any extended use term.

Renewal

VMware reserves the right to not renew an SID at the end of its subscription term. In the event of a non-renewal by VMware, we will notify you 30 days prior to the end of the subscription term.

If you do not renew your subscription at least 30 days prior to the last day of the then-current Subscription Term, then your existing SID may be flagged for termination after your grace period ends.

Suspension and Re-Enablement

While a SID is suspended by VMware for delinquent payment or any other reason as set forth in the Terms of Service, VMware will disable your accounts on VMware Edge Network Intelligence and VMware SD-WAN orchestrator. VMware will retain SIDs with configurations and data intact until the issue is resolved or the subscription expires or is terminated.

SID re-enablement will be initiated within three (3) business days upon resolution of the issues that led to suspension; access to the VMware Edge Network Intelligence and VMware SD-WAN orchestrator will be restored.

Suspension (when access to VMware Edge Network Intelligence and VMware SD-WAN orchestrator is disabled) does not suspend your financial obligations, nor does it extend the end date of the Subscription Term.

Termination

Termination of a SID due to termination of the Agreement will result in permanent loss of access to the Service Offering, and a deletion of all Equipment or Device configuration and data. Detailed Data from a terminated SID will expire and be deleted within 14 days after the termination date of the SID. During this period, data will not be generally accessible. The Service Offering is not eligible for early termination.

Any deleted data is non-recoverable.