



NOTICE: This Service Description is no longer being updated.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 Edge Network Intelligence™

Service Description

Updated as of 29 August 2022

©2022 VMware, Inc. All rights reserved. This product is protected by U.S. and international copyright and intellectual property laws. This product is covered by one or more patents listed at <http://www.vmware.com/download/patents.html>.

VMware is a registered trademark or trademark of VMware, Inc. in the United States and/or other jurisdictions. All other marks and names mentioned in this Service Description may be trademarks of their respective companies.

As used in this Service Description, “VMware”, “we”, or “us” means VMware, Inc., a Delaware corporation, if the billing address for your order is in the United States, or VMware International Unlimited Company, a company organized and existing under the laws of Ireland, if the billing address for your order is outside the United States.

The VMware Privacy Notices describe how personal information may be collected, used, shared or otherwise processed by VMware as a data controller, and are available at: <https://www.vmware.com/help/privacy.html>

VMware, Inc.
3401 Hillview Ave.
Palo Alto, CA 94304
www.vmware.com

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 client interactions, 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 a rich client experience and enabling IT Ops to better manage and secure enterprise edge networks.
- VMware Edge Network Intelligence analytics edge software (the “Software”) is installed on edge devices provided by VMware (each, a “Device”) or on other equipment (“Equipment”) at the customer location. (For purposes of this Service Description, any Device or Equipment with the Software installed is an “Edge”.) 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 Edges. The VMware SD-WAN orchestrator is hosted and managed by VMware.
- A client app is available for Windows, Mac, iOS, and Android devices. The client app collects, and sends to the Service Offering platform, information to help troubleshoot users’ application performance and network connectivity issues.

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>

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 Edges in accordance with the ordered quantities.
- Deploying and configuring the 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 Devices from VMware.

2.2 Support

Support may include updates to the Service Offering that address security fixes, critical patches, general maintenance functionality, and documentation. VMware is under no obligation to develop any future functionality or enhancements, but VMware may update the Service Offering as provided in the Terms of Service. Updates may be implemented with no advance notice.

For additional information, see the knowledge base article at:

<https://kb.vmware.com/s/article/53907>.

2.3 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.

2.4 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.

2.5 Service Operations Data

In connection with providing the Service Offering, VMware collects and processes information from VMware's software or the systems hosting the Service Offering, and from your systems, applications and devices that are used to access and use the Service Offering. That 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 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>

2.6 Usage Data

The Service Offering collects usage data about how you configure the Service Offering and which features you access, client app crash data, and network performance data (such as percent up-time) for comparative benchmarking, in order 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>. When network performance data is compiled for comparative benchmarking, the data is held on an aggregate basis and is not, and cannot be, linked to specific individuals or customers. 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, including the VMware Products and Services 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 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.

2.7 Your Content

Data sent from the Edges to the Service Offering includes protocol, flow, device, and network statistics (such as source and destination IP, source and destination port, session duration, device type, operating system, device vendor, client connection type, IP address, hostnames, MAC address, username, byte/packet counts, timeouts, jitter, packet loss, Application ID, page load time, and status/error codes). Among other options, you may elect to pseudonymize MAC addresses, IP addresses, hostnames and usernames within the Service Offering (meaning those identifiers are replaced with corresponding artificial identifiers), and may elect to turn off application tracking.

The VMware Edge Network Intelligence client app collects device status and performance data such as network latency metrics, Wi-Fi signal strength, device information (model, make, OS version), CPU utilization, memory utilization, IP address, and MAC address.

Your Content may be used by VMware for the following business purposes: testing of the Service Offering, development and enhancement of Service Offering features, and support related to the Service Offering.

2.8 Deletion of Data

During the Subscription Term, Your Content transmitted to the Service Offering by you will be retained and available for querying and alerts for approximately two weeks from the date and time the data point was originally ingested into the Service Offering, after which time it is deleted. During the Subscription Term, any log files containing Your Content will be deleted approximately 30 days after their creation.

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 is 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

3.1 Purchasing the Service Offering

Subscriptions to 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. If you do not provide the needed information, VMware cannot 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. The Subscription Term may begin prior to installation of the Edge 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 Edge. All terms, other than payment of fees, will continue to apply during any extended use term.

3.2 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.

3.3 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 the 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 Service Offering and the 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.

3.4 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 Edge configuration and data. Your Content from a terminated SID will expire and be deleted within approximately 14 days after the termination date of the SID. Any log files containing Your Content will be deleted approximately 30 days after the termination date of the SID. During this period, data will not be generally accessible. Any deleted data is non-recoverable.