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https://www.

VMware Tanzu™ Mission Control™

Service Description

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1. Introduction

1.1 Service Description

VMware Tanzu™ Mission Control™ (the “Service Offering”) is a centralized management platform for consistently operating and securing a customer’s Kubernetes infrastructure and modern applications across multiple teams and clouds. It makes it easier for operators to manage and scale the deployment of modern, containerized applications on Kubernetes running in multiple regions and clouds. VMware also offers the VMware Tanzu® Mission Control™ Starter edition (the “Starter Service”), as described in Section 4, below. References in this Service Description to the “Service Offering” apply to both Tanzu Mission Control and to the Starter Service, except as expressly provided.

1.2 Technical Documentation and Training


1.3 Legal Terms

Use of the Service Offering, including the Starter Service, is subject to the VMware cloud service offering 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

VMware will provide the following provisioning services:

- VMware will provision a dedicated tenant onto our multi-tenant service offering infrastructure that is ready for your use.
- VMware will send an email to the email address specified in your request to access the Service Offering. Hyperlink(s) to activate and access the Service Offering will be provided within that email.
- VMware will ensure that the identified contact can create additional user accounts for other users, as needed.

Your responsibilities include:

- Accessing the activation hyperlink(s) provided by VMware and creating and configuring a VMware cloud services organization as needed.
- Creating user accounts in the system, and identifying users authorized to file support requests as needed.
• Provisioning, managing, and connecting cloud accounts to the service enabling the lifecycle management of Kubernetes clusters in those accounts as needed.
  o  **NOTE:** Provisioning and lifecycle management of Kubernetes clusters within Tanzu Mission Control may require purchase of VMware Tanzu™ Kubernetes Grid™. Consult your VMware sales representative for details.
• Deploying in-cluster agents as needed to attach Kubernetes clusters provisioned independently of the Service Offering for management.
• Configuring network connectivity to ensure that provisioned and attached clusters have consistent network connection to the service.

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.

We will provide the following backup and restore services:

• Management infrastructure including: the VMware Tanzu Mission Control service offering, the Starter Service, and configuration data.

You are responsible for the backup and restoration of the following:

• All Content and configurations created by you in your Kubernetes clusters, including all content, deployment files, container Images, and persistent volumes.
• Cluster inspection report content.

2.5 **Incident and Problem Management**

VMware will provide incident and problem management services (detection, severity classification, recording, escalation, and return to service) for the Service Offering (but not for the Starter 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.

2.6 **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 VMware Tanzu Mission Control 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.

2.7 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.

2.8 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.

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2.9 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).

2.10 Account Access and Credentials

The Service Offering provides features to automate functions on Kubernetes clusters into your cloud environments, including any infrastructure-as-a-service or software defined data center instances. During the association of these instances, you may, but are not required to, provide access keys, roles, or other credentials to be used by the Service Offering to take actions initiated by your authorized users. By providing such credentials, you are authorizing the Service Offering to utilize those credentials to take actions on behalf of those authorized users.

Customer credentials used by the Service Offering are stored in highly secured, encrypted
databases, and are not generally available to our operators or other VMware personnel.

3. **Business Operations**

3.1 **Subscription Options**

VMware Tanzu Mission Control can be purchased as a standalone service or as part of a Tanzu Edition software bundle. For information about what capabilities are included in the standalone service and in each edition, refer to the edition solution briefs at [https://tanzu.vmware.com/tanzu](https://tanzu.vmware.com/tanzu).

If you are purchasing an entitlement to Tanzu Mission Control as part of a Tanzu edition, please refer to the VMware Product Guide.

3.2 **Purchasing the Service Offering**

Entitlements to the Service Offering are purchased through a committed term subscription of one, two, three, four, or five or years. Committed charges for the entire term are payable up front. Charges for the Service Offering are based on the number of cores, vCPUs, and CPUs under management.

For purposes of this Service Description, a “core” is defined as:

- A single unit of processing power on a physical chip, housing a CPU that can execute computer programs.
- In virtualized or hypervisor (VM) environments, a CPU Core is a single physical computational unit of the Processor which may be presented as one or more vCPUs.
- In public cloud environments, constructs such as “vCPUs,” “virtual CPUs,” “virtual cores,” and “dynos” are proxies for CPU Cores. In cases where these proxies are not identified as Hyperthreads, 1 proxy is recognized as one CPU Core. In cases where these proxies are identified as Hyperthreads, two proxies are recognized as one CPU Core. 2 vCPUs = one physical core.

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

You may elect to pay applicable charges for Tanzu Mission Control through redemption of VMware’s Subscription Purchasing Program (SPP) credits or VMware’s Hybrid Purchasing Program (HPP) credits (collectively, “Credits”).

Refer to the following websites for information on the Credit programs:


3.3 **Usage Metering and Overage Charges**

By purchasing Tanzu Mission Control as a standalone service or as part of a Tanzu edition, you agree to pay in advance for committed charges. If your use of the Service Offering exceeds the number of cores covered by your subscription, you will be billed for that excess use (i.e., overage) at the then-current on-demand rate.
Your usage will be monitored over the course of the monthly billing cycle. You will be billed for the maximum number of cores you used at any time during the month. For example, if your committed subscription covers 300 cores, but during the billing month your usage spiked to 310 cores, then at the end of month, you will be billed for 10 cores at the then-current on-demand rate. You can monitor your usage by visiting the Administration > Subscription page within the Tanzu Mission Control console.

You will be billed for overage charges against your default payment method. If your order was fulfilled through an authorized VMware reseller, you agree to pay for any monthly overage charges through VMware’s Subscription Purchasing Program (SPP). You must link an active SPP fund to the organization in which you are accessing Tanzu Mission Control.

As of the date of this Service Description, we anticipate that we will begin charging for overages in the first calendar quarter of 2023. You will be notified before overage charging goes into effect.

3.4 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 active data stores for 90 days following the effective termination date. After this 90 day period, all of Your Content is deleted from our active data stores. Backups of our active data stores that may contain Your Content will be overwritten and destroyed within 35 days of Your Content being deleted from our active databases. 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 ten (10) days after the effective termination date, and you must be able to complete extraction of Your Content within the 90 day post-termination period. We will assist you in extracting Your Content from the Service Offering. You will be responsible for all fees associated with extracting Your Content. If you do not notify us within 10 days after the effective termination date, Your Content will be permanently deleted and will not be recoverable after the 90 day post-termination period.

4. Tanzu Mission Control Starter

VMware Tanzu Mission Control Starter (the “Starter Service”) is a defeatured, consumption limited, free (no charge) version of Tanzu Mission Control. The customer gets access to a subset of the features of Tanzu Mission Control, a centralized management platform for consistently operating and security the customer’s Kubernetes infrastructure and modern applications across multiple teams and cloud environments. There is no time limit on a customer’s use of the Starter Service. VMware does not provide any support for the Starter Service, nor does the Tanzu Mission Control Service Level Agreement apply to the Starter Service. The Starter Service should not be used in any environment that requires production level service level guarantees or support.

You can upgrade from the Starter Service to the standard Service Offering by purchasing an entitlement to Tanzu Mission Control as a standalone service or as part of a Tanzu Edition software bundle.

As a Starter Service user, you are entitled to a limited amount of Tanzu Mission Control: 5 clusters and 100 vCPUs (as of the date of this Service Description). We reserve the right to change the amount of Tanzu Mission Control that you can consume, and the features of Tanzu Mission Control that are accessible through the Starter Service; we will give you reasonable prior notice of any change. You can monitor the amount of the Starter Service that you are consuming through the Administration > Subscription information page in the Tanzu Mission Control console. The
Starter Service is architected so that you cannot consume more of Tanzu Mission Control than your entitlement allows. Organization administrators will receive an email notification when the organization is close to reaching the Starter Service limits. If you need more Tanzu Mission Control capacity than the Starter Service provides, you must purchase a subscription to the Service Offering.

If a Starter Service user has been inactive for 60 days, the account will be considered closed. All account information will be deleted 90 days after the account is considered closed, and the account will be considered terminated.