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VMware Tanzu™ Service Mesh™, built on VMware NSX®

Service Description

Dated as of 30 August 2022
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VMware, Inc.
3401 Hillview Ave.
Palo Alto, CA 94304
www.vmware.com
1. Introduction

1.1 Service Description

For infrastructure platform teams (infrastructure platform teams include network and security), VMware Tanzu™ Service Mesh™, built on VMware NSX® (the “Service Offering”) provides a platform-neutral, application-level networking and security stack, to increase application visibility, security, and resiliency for highly-distributed cloud-native applications.

The Service Offering allows customers to gain insights into applications regarding users, microservices, and data sources running across a variety of heterogeneous infrastructures, by collecting and consolidating performance, health, and security metrics. This creates a single network and security operations management plane across those infrastructures, through which the customer can connect, secure, and troubleshoot cloud-native applications. Customers can access the Service Offering through a web browser and by using scripts/code through a public API.

Microservices can discover and route traffic to other microservices and data sources through a platform-neutral distributed service catalog provided by the Service Offering. Since each microservice has a secure identity provided by the Service Offering, microservices can also authenticate and encrypt their communications with no changes to application code.

The Service Offering also provides an intent-based policy engine that customers can use to specify the desired traffic management, service level objectives, and security requirements for their applications. Policies can use dynamic contextual information collected either from the platforms where the microservices are running, or from integrations with other third-party products.

1.2 Technical Documentation and Training

A Quick Start guide, conceptual guides on key areas of the platform, and workflow guides for navigating through key features, are available at https://docs.vmware.com

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
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:

- Onboarding of your clusters to the Service Offering.
- Configuring data agents and the proxies to route data into the Service Offering as needed.
- Configuring the Service Offering to gather metrics from cloud-based services (for example, Amazon Web Services) as needed.

2.2 Support
For assistance in identifying and resolving errors, and to answer questions related to the operational use of the Service Offering, see the VMware Cloud Service Support Offerings page, at 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.

2.5 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 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 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.

2.7 Data Privacy

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).

Data Retention

During the Subscription Term, data transmitted to the Service Offering by you will be retained and available for querying and alerts. Data is retained for a period not to exceed 12 months from the date and time the data was originally ingested into the Service Offering.

3. Business Operations

Purchasing the Service Offering

Entitlements to the Service Offering are purchased through a committed term subscription of one or three years. Committed charges for the entire term, which are based on the number of cores under management, are payable up front. Consult your VMware sales representative for guidance on how to purchase a subscription.

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.

You may elect to pay applicable charges for the Service Offering through redemption of VMware’s Subscription Purchasing Program (SPP) credits or Hybrid Purchasing Program (HPP) credits (collectively, “Credits”).
Refer to the following websites for information on the Credit programs:


**Cancellation**

Except as expressly provided in the Terms of Service: (i) you cannot cancel or terminate your subscription prior to the expiration of the committed purchased Subscription Term, (ii) you are liable for all charges for the Subscription Term, regardless of whether you actually use the Service Offering for the entire Subscription Term, and (iii) there is no refund for any committed charges that you paid at the time you purchased your subscription.

**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 30 days following the effective termination date. 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 we will assist you in extracting Content from the Service Offering. You will be responsible for all fees associated with Content extraction. If you do not notify us within that 10-day period, your Content will be permanently deleted and will not be recoverable.