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Service Description

VMware vRealize[®] Automation Cloud[™]

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1. Introduction

1.1 Overview

VMware vRealize® Automation Cloud™ (the “Service Offering”) consists of following component services: VMware Cloud Assembly™, VMware Code Stream™, and VMware Service Broker™.

- VMware Cloud Assembly™ (“Cloud Assembly”) is a cloud automation service purpose-built for provisioning and managing workloads in software-defined data centers, VMware Cloud™ on AWS–based clouds, and public clouds. Cloud Assembly offers powerful infrastructure-as-code capabilities to build, deploy, and iterate on applications with agile governance.
- VMware Code Stream™ (“Code Stream”) is an application release automation offering that helps customers automate their Continuous Integration and Continuous Delivery processes. Code Stream focuses on ease of release pipeline modeling, deep integration with other VMware services, such as Cloud Assembly, and non-VMware products, such as source code control systems, and enhanced reporting through dashboards to help DevOps teams with deep visibility and automation of the software release process.
- VMware Service Broker™ (“Service Broker”) is a storefront for self-service consumption of ready-to-use templates and services with guardrails. This collection of ready-to-consume cloud services and templates is aggregated from multiple cloud platforms and providers. Service Broker offers IT organizations an easy to maintain, yet controlled, platform for brokering cloud services and templates. With Service Broker, developers can acquire the tools or managed services they need (e.g., cloud database) on demand, freeing them from day-to-day management of these services, and allowing them to focus on their applications.

1.2 Service Specific Terms

The resources or catalog items deployed and managed by the Service Offering are provisioned on private and public cloud platforms pre-configured by the customer. There may be additional charges associated with consuming public cloud services billed to you separately by your providers.

Activities such as sending logs over the internet and building code on your public cloud environments may incur additional compute and network usage charges billed to you by your providers.

1.3 Technical Documentation

Technical documentation for the Service Offering can be found at <https://docs.vmware.com/en/VMware-Cloud-services/index.html>

1.4 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 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:

- Access the activation hyperlink(s) provided by VMware, and create and configure a VMware cloud services organization as needed.
- As needed, deploy and configure a cloud proxy in your on-premise environment to collect and route data into the Service Offering.
- As needed, configure the Service Offering to access your account(s) with supported third-party cloud-based services (for example, Amazon Web Services).

2.2 Service Location

The Service Offering is deployed in Amazon Web Services ("AWS") data centers in multiple regions. By default, the Service Offering is hosted in an AWS region in the United States. You can request the Service Offering to be hosted in another supported AWS region by specifying in the service access request form, or contact your VMware Account Executive to make the request.

Data collected or generated by the Service Offering will persist only in the AWS data center where the Service Offering is hosted.

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.
- Changes in the data collection agents used.
- Cooperating with VMware when planned or emergency maintenance is required.

2.5 Data Privacy

Usage Data

The Service Offering collects data (such as configuration, performance, and usage data) directly from the machines and/or devices involved in the use of the Service Offering to provide functionalities and measure usage of the Service Offering. The data may also be used to improve VMware products and services, your and your users' experience, as more specifically described in VMware's 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 we use 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.

Use of FullStory

Hosted components of the Service Offering uses FullStory functionality to collect data directly from any browsers used to access and use the Service Offering. FullStory collects data regarding your use of the Service Offering, including user interaction and behavior, to enable session replay. The data collected and inferred is used by VMware to diagnose and improve its products and services, and to address issues. For users who wish to opt out of session recording, FullStory makes the following website available: <https://www.fullstory.com/optout/>. You agree to provide the information, above, regarding Usage Data, and FullStory usage to all Users of the Service Offering.

2.6 VMware vRealize® Automation SaltStack® SecOps – Optional Add-On

The hosted version of VMware vRealize® Automation SaltStack® SecOps (also referred to as "SaltStack SecOps Cloud") is a SaaS-based compliance and vulnerability management application that can automate security remediation. It is sold as a separate add-on subscription. To use the SaltStack SecOps Cloud add-on, you must have an active subscription to the Service

Offering or to another offering that contains the Service Offering (e.g., VMware vRealize® Cloud Universal™). You do not have to purchase the same quantity of the SaltStack SecOps Cloud add-on as the quantity of the Service Offering that you have purchased, but you may only deploy the add-on in the same environment where the Service Offering is deployed.

The SaltStack SecOps Cloud add-on is sold both on an OSI and an CPU metric. The version of the add-on purchased must be consistent with the metric (i.e., per CPU or per OSI) of the underlying Service Offering or another offering that contains the Service Offering. If you purchase a subscription to the SaltStack SecOps Cloud offering on an OSI metric, you can purchase a committed term subscription of one year or three years. If you purchase a subscription to the SaltStack SecOps Cloud offering on a per CPU metric, you can purchase a committed term subscription of one, two, three, four, or five years.

If you have purchased a license to the perpetual on-premises version of VMware vRealize Automation SaltStack SecOps, you may take advantage of VMware's Subscription Upgrade Program (SUP) to upgrade that license to SaltStack SecOps Cloud by purchasing the appropriate upgrade SKU. If you receive your entitlement to SaltStack SecOps Cloud through the SUP, you agree to relinquish your entitlements to the relevant perpetual license within thirty (30) days after the purchase of your subscription to the SaltStack SecOps Cloud add-on. Not later than 30 days after your purchase of the SaltStack SecOps Cloud add-on, you must stop using any license keys related to the perpetual licensed product, and VMware will invalidate these license keys; thereafter, you will not be able to use the on-premise offering.

The SaltStack SecOps Cloud add-on is offered for committed subscription terms; that is, it cannot be consumed on an on-demand basis. You must purchase a committed subscription term for the add-on, even if the Service Offering is consumed on an on-demand basis. If your subscription to the Service Offering is terminated while your add-on subscription is still active, you will not be able to use the add-on. You will not be entitled to any refund for the remaining portion of the add-on subscription term.

2.7 VMware vRealize® Automation Cloud Guardrails™ – Optional Add-On

VMware vRealize® Automation Cloud Guardrails™ provides an infrastructure-as-code solution for users to set up and manage policies for configuration, security, networks, performance, availability, and cost of their multi-cloud environment. vRealize Automation Cloud Guardrails is free of charge at this time; we anticipate charging customers for use of this feature in the future. You will be notified by VMware when the free offer of the vRealize Automation Cloud Guardrails ends. At that time you will be able to upgrade your use of this feature by purchasing a paid subscription.

3. Business Operations

Purchasing

The Service Offering is sold on a per OSI basis.

An "OSI" is defined as a VMware vSphere® virtual machine in a private cloud environment or a compute instance in a public cloud environment (such as AWS EC2, Microsoft Azure Virtual Machine, or Google Cloud Compute Engine).

An entitlement to the Service Offering is available as a committed term subscription of one year and or three years. Committed charges for the entire term are payable up front; you may also be liable for overage charges, as outlined below. Consult your VMware Account Executive or authorized VMware reseller for guidance on how to purchase a subscription.

The Service Offering can also be consumed on an on-demand basis. Charges are calculated on an hourly basis; that is, you will be charged in full hour increments, even if you do not use the Service Offering for the entire hour. On-demand consumption of the Service Offering is charged at the then current on-demand rate, billed monthly in arrears, and there is no minimum charge (other than the first full hour, as noted in the preceding sentence).

See <https://cloud.vmware.com/cloud-assembly/pricing> for the latest information on pricing for the Service Offering.

You can pay charges for the Service Offering and for the SaltStack SecOps add-on (i) by credit card, (ii) through redemption of VMware's Subscription Purchasing Program (SPP) credits (collectively, "Credits" or "Credit Fund"), or (iii) by using a purchase order (PO) and invoice process, subject to qualification for that process. Refer to the following for information on the SPP program:

<https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/solutions/vmware-spp-program-guide.pdf>

Overages

As noted above, in addition to committed charges for the subscription term, you may be liable for overage charges. For purposes of this Service Description, "overage" is defined as the amount of usage of the Service Offering during any particular hour that exceeds the number of nodes covered by your active committed term subscription. Overage is charged on an hourly basis at the then current on-demand rate per node, and it is billed monthly in arrears.

Expiration of Committed Term Subscription

Committed term subscriptions do not renew at the end of the subscription term, and you will need to purchase new committed term subscription(s) to replace the committed capacity. If you continue to use the Service Offering after expiration of a committed term subscription, the Service Offering will continue to operate on an on-demand basis, and you will be charged at the then current on-demand rate for the Service Offering until you stop using the Service Offering.

Suspension

If your VMware cloud account is suspended by VMware for delinquent payment or any other reason as provided in the Terms of Service, VMware may restrict access to all VMware cloud service offerings for all of your users until the issues are resolved. VMware will retain your account instances with configurations and data intact until the issue is resolved or your use of the Service Offering is terminated. Re-enablement of your account will be initiated immediately upon resolution of the issues that led to suspension; access to the Service Offering and traffic across IP addresses will be restored.

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.