VMware vRealize® Cloud Universal™

Service Description

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vmware®

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1.   Introduction

1.1   Service Description

VMware vRealize® Cloud Universal™ ("vRealize Cloud Universal" or the "Service Offering") is a cloud management suite that includes on-premise and hosted components. vRealize Cloud Universal gives customers the ability to holistically manage hybrid and multi-cloud environments, both on-premise and in the cloud, and to provide a consistent management experience as they accelerate their transition to the cloud. Additionally, vRealize Cloud Universal can be used to establish and manage a federated view of large-scale and distributed environments, across multiple instances and components, to gain a unified view and control of the environment.

vRealize Cloud Universal is the successor offering to VMware vRealize® Cloud™ and VMware vRealize® Flex™.

The Service Offering is available in three editions: Standard, Advanced, and Enterprise. In all editions, customers can flexibly deploy components of the Service Offering in their on-premise environment and also utilize components hosted by VMware.

vRealize Cloud Universal Standard includes the following components:

On-premise components:

- VMware vRealize® Operations™ Advanced
- VMware vRealize® Log Insight™
- VMware vRealize® Suite Lifecycle Manager™

Hosted components:

- VMware vRealize® Operations Cloud™ Advanced
- VMware vRealize® Log Insight Cloud™
- VMware vRealize® Cloud Subscription Manager™
- VMware Skyline™

vRealize Cloud Universal Standard customers have access to the following feature:

- VMware vRealize® Cloud Federated Analytics™
- VMware vRealize® AI Cloud™

vRealize Cloud Universal Advanced includes all components of vRealize Cloud Universal Standard, and additionally includes the following components:

On-premise components:

- VMware vRealize® Automation™ Advanced
- VMware vRealize® Orchestrator™

Hosted components:

- VMware vRealize® Automation Cloud™ Advanced

vRealize Cloud Universal Advanced includes all features of vRealize Cloud Universal Standard, and includes the following feature:

- VMware vRealize® Cloud Federated Catalog™

vRealize Cloud Universal Enterprise includes the following components:

On-premise components:

- vRealize Operations Enterprise
- vRealize Automation Enterprise
- vRealize Log Insight
- vRealize Suite Lifecycle Manager
- vRealize Orchestrator

Hosted components:

- vRealize Operations Cloud Enterprise
- vRealize Automation Cloud Enterprise
- vRealize Log Insight Cloud
- vRealize Cloud Subscription Manager
- VMware Skyline

vRealize Cloud Universal Enterprise customers have access to the following features:

- vRealize Cloud Federated Analytics
- vRealize Cloud Federated Catalog
- vRealize AI Cloud

1.2 Technical Documentation and Training

For technical documentation and training for the Service Offering, refer to the technical documentation for each component of the Service Offering, available at: https://docs.vmware.com

1.3 Legal Terms

Use of the Service Offering is subject to the VMware Cloud Service Offerings Terms of Service, that can be found through a link on the VMware end user terms landing page, at: https://www.vmware.com/download/eula.html

The on-premise components are subject to the VMware End User License Agreement (the "EULA", that can be found through a link on the VMware end user terms landing page, at: https://www.vmware.com/download/eula.html

If there is a conflict between the EULA and the Agreement (as defined in the TOS), the terms of the Agreement will govern.

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

2.1.1 On-premise Components

For the on-premise components of vRealize Cloud Universal, VMware will provide the following provisioning services:

- Deliver applicable license key(s) to the VMware customer account of the contact that you identified in your Order.

Your responsibilities include:

- Deploy the latest version of vRealize Suite Lifecycle Manager in your on-premise environment, and establish a connection between vRealize Suite Lifecycle Manager and your VMware customer account.
- Use vRealize Suite Lifecycle Manager to apply the vRealize Cloud Universal license key to on-premise components of the Service Offering and activate these components.
- Connect vRealize Suite Lifecycle Manager to vRealize Cloud Subscription Manager to enable usage reporting to VMware. If the on-premise environment is offline and unable to connect to vRealize Cloud Subscription Manager, you are responsible for periodically exporting a license report from vRealize Suite Lifecycle Manager and uploading the report to vRealize Cloud Subscription Manager, but no less than once per VMware fiscal quarter.

2.1.2 Hosted Components

VMware will provide the following provisioning services:

- VMware will send a notification to the contact that you identified in your Order inviting that contact to activate the hosted components of the Service Offering. Hyperlink(s) to activate and access the hosted components of 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:

- Activate all hosted components of the Service Offering by accessing the activation hyperlink(s) provided by VMware and, as needed, create and configure a VMware Cloud Services account.
- Establish a method of payment for your VMware Cloud Services account.
- As needed, deploy and configure cloud proxies in your on-premises environment to collect and route data into the hosted components of the Service Offering.
- As needed, configure the hosted components of the Service Offering to access your account(s) with supported third-party cloud-based services (for example, Amazon Web Services).

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 Support Offerings page, at https://www.vmware.com/support/services.html.

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 Usage Data

The Service Offering collects data directly from the machines and/or devices involved in the use of the Service Offering, such as configuration, performance, and usage data, 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 Notices, 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 at the VMware Privacy Notices page noted above and policies linked from that page. More information on how to choose whether to accept certain cookies used by VMware websites and solutions can also be found from that page.

2.6 Service Location

Hosted components of the Service Offering are deployed in Amazon Web Services ("AWS") data centers in multiple regions. You may optionally select the AWS region where your instances of hosted components will be deployed, and data collected or generated by the hosted components will persist in that data center. If you do not select a specific AWS region, your instances of hosted components will be hosted in the US West (Oregon) AWS region.

3. Business Operations

3.1 Purchasing the Service Offering

The Service Offering is sold on a per-CPU basis. For purposes of this Service Description, **"CPU"** is a unit of measure defined based on the environment managed by the Service Offering, and one "CPU" is defined as any one of the following, as applicable:

- A single Processor running VMware vSphere®
- A single Processor running on VMware Cloud™ on AWS or on VMware Cloud™ on Dell EMC
- Up to eighteen (18) Operating Systems Instances
- For the purposes of vRealize® Log Insight Cloud™ only, up to twenty (20) gigabytes of data ingestion per month.

For any Software licensed on a per-Processor basis, each Software license may be used on a Processor with up to thirty-two (32) Physical Cores. If the Processor has more thirty-two (32) Physical Cores, one (1) additional Software license is required for every additional thirty-two (32) Physical Cores in the Processor.

A "Processor" means a single, physical chip that houses at least one Physical Core that can execute computer programs. A "Physical Core" means a single physical computational unit of the Processor.

An "Operating Systems Instance" is defined as any one of the following, as applicable:

- One (1) compute instance in a public cloud environment, such as Microsoft Azure Virtual Machine, AWS Elastic Compute Cloud ("EC2"), or Google Compute Engine
- One (1) database instance in a public cloud environment
- One (1) Kubernetes Node, defined as a worker machine in Kubernetes that may be a Virtual Machine or a non-virtualized physical server
- One (1) physical device
- One (1) adaptor instance of vRealize Operations or vRealize Operations Cloud Management Pack. Licensing for Management Pack is separate from the Service Offering and may incur additional charges to the third-party licensor of the Management Pack, if applicable.

Each "CPU" can be applied to usage of either the on-premise components of the Service Offering or the hosted components of the Service Offering.

For vRealize Cloud Universal, the definitions of "CPU" and "Operation Systems Instance" in this Service Description supersede other definitions of these terms in the VMware Product Guide and other Service Descriptions for VMware cloud service offerings.

You can purchase an entitlement to the Service Offering either as (i) a committed term subscription of twelve (12) or more months (there is no maximum number of months, but the subscription term must be in full monthly increments), or (ii) a committed term subscription of 1, 2, 3, 4, or 5 years. Base charges for the entire committed term are payable up front. Overage charges will be computed and billed to you, in arrears, as described below.

You can purchase subscriptions to the Service Offering directly from VMware, or from an authorized VMware reseller. Consult your VMware sales representative for guidance on how to purchase a subscription.

3.2   VMware Cloud Upgrade Program

If you receive your entitlement to the Service Offering through the VMware Cloud Upgrade Program, within thirty (30) days of the purchase of the entitlement, you agree to relinquish your entitlements to relevant perpetual licenses for vRealize Suite, vRealize Operations, vRealize Automation, vRealize Log Insight, or vSphere Enterprise Plus that were exchanged through the vRealize Cloud Universal Subscription Upgrade Program (the "Exchanged Licenses"). You must stop using any license keys related to those specific Exchanged Licenses, and VMware will invalidate those Exchanged Licenses license keys. You are not required to uninstall any Software if you convert your existing perpetual licenses to a vRealize Cloud Universal entitlement by applying vRealize Cloud Universal license key to your existing Software instances, using vRealize Suite Lifecycle Manager.

3.3   Billing and Usage Metering

Usage Metering and Reporting

For purposes of this Service Description, "Usage" of the Service Offering is defined as the highest of the three measurements listed below during a specific time period:

- Sum of CPUs managed by vRealize Operations and vRealize Operations Cloud, as measured by the vRealize Cloud Subscription Manager
- Sum of CPUs managed by vRealize Automation and vRealize Automation Cloud, as measured by the vRealize Cloud Subscription Manager
- Sum of CPUs managed by vRealize Log Insight and vRealize Log Insight Cloud, as measured by the vRealize Cloud Subscription Manager

You are responsible for providing Usage data of the Service Offering on-premise components that you have deployed. To deliver Usage data to VMware, you are responsible for:

- Deploying the latest version of vRealize Suite Lifecycle Manager in your on-premise environment. vRealize Suite Lifecycle Manager automatically collects and records Usage data from components of the Service Offering deployed in your on-premise environment on a daily basis.
- Connecting vRealize Suite Lifecycle Manager to vRealize Cloud Subscription Manager, a hosted component of the Service Offering. Usage data collected by vRealize Suite Lifecycle Manager is transmitted daily to vRealize Cloud Subscription Manager.
- If the on-premise environment is offline and unable to connect to vRealize Cloud Subscription Manager, you are responsible for periodically exporting a license report from vRealize Suite Lifecycle Manager and uploading the report to vRealize Cloud Subscription Manager, but no less than once per VMware fiscal quarter.

Usage data for the hosted components of the Service Offering are automatically collected from your instance(s) of these components by the vRealize Cloud Subscription Manager.

Overage

For purposes of this Service Description, "Overage" is defined as the amount of Usage of the Service Offering during the relevant time period that exceeds the Usage covered by your active committed term subscriptions to the Service Offering. Overage is calculated daily and averaged over one month. Overage is charged on a per CPU, per month basis at the then current overage rate for the Service Offering, and it is billed in arrears once per VMware fiscal quarter.

3.4   Expiration of Committed Term Subscription

Committed term subscriptions for the Service Offering ("Subscription") do not renew at the end of the purchased subscription term. If you do not purchase a new Subscription and there is no other active Subscription associated with your account, your access to the following components and features will be terminated:

- All on-premise components of the Service Offering
- Hosted features listed below:
  - vRealize Cloud Federated Analytics
  - vRealize Cloud Federated Catalog
  - vRealize AI Cloud

Your access to the hosted components of the Service Offering will remain unchanged and the hosted components will continue to operate as separate services in an on-demand basis. If you continue to use these hosted components without a Subscription, you will be charged at the then current on-demand rate for each hosted component as separate services until you stop using them.

3.5   Suspension

If your 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.

3.6   Cancellation

You cannot cancel or terminate your subscription prior to the expiration of the committed purchased Subscription Term. You are liable for all charges for the Subscription Term, regardless of whether you actually use the Service Offering for the entire Subscription Term.

3.7   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.