



NOTICE: This Service Description is no longer being updated. Content has been moved to the Cloud Services Guide at:

<https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/agreements/vmware-cloud-services-guide.pdf>

Service Description

VMware vRealize[®] Log Insight Cloud[™]

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1. Introduction

1.1 Overview

VMware vRealize® Log Insight Cloud™ (the “Service Offering”) is a log-based monitoring and troubleshooting service, purpose-built for software defined data centers, both in a customer’s on-premise environment as well as on VMware Cloud™ on AWS, and for public clouds. The Service Offering provides IT administrators deep operational visibility across multiple cloud environments, and enables IT administrators to troubleshoot more efficiently.

1.2 Service Specific Terms

If you use the Service Offering with private cloud or public cloud accounts, sending logs over the internet may incur additional bandwidth usage and therefore result in additional expenses to you, which will be 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-vRealize-Log-Insight-Cloud/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>

or directly at:

<https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-cloud-services-universal-tos.pdf>

2. Business 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 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 provided by VMware, and create and configure a VMware Cloud Services Organization as needed.
- As needed, deploy and configure data collectors in your environments to collect and route data into the Service Offering.

- As needed, configure the Service Offering to access your accounts with supported third-party cloud-based services.

2.2 Service Location

The Service Offering is deployed in Amazon Web Services (“AWS”) data centers located in the United States. Data collected or generated by the Service Offering will persist only in the AWS data center where the Service Offering is hosted.

2.3 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 Policies page, at <https://www.vmware.com/support/policies/saas-support.html>.

2.4 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.

2.5 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.

2.6 Data Privacy

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 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.

3. Business Operations

Service Offering 30-Day Trial

VMware currently offers a 30-day free trial for the Service Offering, enabling you to access and consume full capabilities of the Service Offering. Queryable log retention in the Service Offering is 30 days (*i.e.*, during the trial period). At the end of the trial period, your access to the Service Offering will be terminated unless you have purchased an entitlement to the Service Offering or you have purchased an entitlement to VMware Cloud on AWS.

Service Offering Capabilities Included with VMware Cloud on AWS

The following capabilities of the Service Offering are included with the purchase of VMware Cloud on AWS.

- VMware Cloud on AWS audit and activity logs collection
- VMware Cloud on AWS events and alarms collection
- VMware Cloud on AWS Audit log content packs
- Collection of the following logs, up to a total of 1 GB per day for all items combined:
 - VMware Cloud on AWS NSX-T firewall logs
 - VMware Cloud Services Platform (CSP) Audit logs
 - VMware On-premises product logs
 - Non-VMware logs, such as public cloud, applications, containers, etc.
- Queryable log retention in the Service Offering for 7 days

Purchasing

Entitlements to the Service Offering are sold on the basis of per gigabyte (GB) of log data ingested by the Service Offering. Queryable log retention in the Service Offering is for 30 days.

The Service Offering is sold on an on-demand basis, or as committed subscriptions of specified durations.

If you purchase a committed term subscription for the Service Offering, then committed charges for the entire subscription term are payable in advance. You may also be liable for overage charges, as outlined below. You can purchase subscriptions to the Service Offering directly from VMware, or from an authorized VMware reseller. Consult your VMware account executive or your authorized VMware reseller for guidance on how to purchase a subscription.

The Service Offering can also be consumed on an on-demand basis. On-demand charges are based on your monthly consumption of the Service Offering; *i.e.*, aggregate GB consumption during the billing month. On-demand consumption of the Service Offering is charged at the then current on-demand rate of the Service Offering, billed monthly in arrears, and there is no minimum charge.

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

You can pay charges for the Service Offering (i) by credit card, (ii) through redemption of VMware's Subscription Purchasing Program (SPP) credits or Hybrid Purchasing Program (HPP) credits (collectively,

“Credits” or “Credit Fund”), or (iii) by using a purchase order (PO) and invoice process. If you elect to pay for the Service Offering through redemption of Credits, then as you use the Service Offering, your Credit fund will be decremented, or charged, for your use of the services. If you use Credits as a payment method and your Credit Fund is depleted, the Credit Fund may go into an “overage” state and you will need to purchase additional Credits to true up the Credit Fund’s negative balance. Refer to the following websites for information on the Credit Fund programs:

- SPP Program Guide:

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

- HPP Program Guide:

<https://www.vmware.com/files/pdf/solutions/vmware-hpp-program-guide.pdf>

Overage

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” occurs when cumulative size of logs (in GB) ingested by the Service Offering during a monthly billing cycle exceeds the size of logs (in GB) covered by your active committed term subscription of the Service Offering. Overage is charged on a monthly basis at the then current on-demand rate per GB, 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.

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. 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 Service Offering, the logs and other data collected or generated by the Service Offering, and a deletion of the environments and configurations.