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Content has been moved to the Cloud Services Guide, found at
<https://www.vmware.com/agreements>

VMware vRealize[®] Operations Cloud[™]

Service Description

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1 Introduction

1.1 Overview

VMware vRealize® Operations Cloud™ (the “Service Offering”) is a cloud delivered service that allows a customer’s infrastructure and operations teams to manage the enterprise’s VMware Cloud™ environment, whether in the customer’s own on-premises software-defined data center (“SDDC”) or in the customer’s hosted environment, such as VMware Cloud™ on AWS. The Service Offering provides automated workload optimization, capacity and cost management, and planning and integrated compliance while unifying monitoring across private, hybrid, and public clouds. The Service Offering has these capabilities:

- Continuous performance optimization to reduce downtime
- Efficient capacity and cost management to lower costs
- App-aware Intelligent remediation to speed time to value
- Integrated compliance to mitigate risk
- Unified public cloud monitoring across AWS, Azure, and Google Cloud Platform to accelerate decisions

1.2 Service Specific Terms

The resources deployed and managed in the Service Offering are provisioned on private and public cloud platforms configured by VMware. For managing a VMware SDDC, customers will need to download the vRealize Operations Cloud proxy onto their on-premises VMware vCenter® instance.

1.3 Technical Documentation

Technical documentation for the Service Offering can be found at <https://docs.vmware.com/en/VMware-vRealize-Operations-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 main VMware end user terms landing page, at: <https://www.vmware.com/download/eula.html>

Additional descriptions for product offerings and terminology can be found in the VMware Product Guide, available at the main 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 Offering 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. A 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 a cloud proxy in your on-premises 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 services (for example, Amazon Web Services).

2.2 Service Offering 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 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>.

2.5 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' 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 Notices available at <https://www.vmware.com/help/privacy.html>. More information on how to choose whether to accept certain cookies used by VMware websites and solutions can also be found from that link.

2.6 Use of Pendo

Hosted components of the Service Offering use Pendo functionality to collect data directly from any browsers used to access and use the Service Offering. Pendo collects data regarding your use of the Service Offering, including user interaction and behavior. 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, they can do so within the Service Offering. You agree to provide the information, above, regarding Usage Data, and Pendo usage, to all Users of the Service Offering.

3 Business Operation

3.1 Purchasing

The Service Offering is sold on a per Operating System Instance ("OSI") basis. For purposes of the Service Offering, an OSI is defined as set forth below.

- A VMware vSphere® virtual machine in a private cloud environment and in VMware Cloud™ on AWS.
- A compute instance in a public cloud environment (e.g., AWS EC2, Microsoft Azure Virtual Machine, or Google Cloud Compute Engine)
- A physical device
- A kubernetes node (infrastructure)
- A database instance in public cloud environment (e.g., RDS)
- For monitoring of VMware Horizon® environments:
 - Each Virtual Desktop Infrastructure Virtual Machine (VDI VM) is counted as 0.25 OSI
 - Each Remote Desktop Service Host (RDS Host) is counted as 0.25 OSI
 - Each Connection Server is counted as one (1) OSI

An entitlement to the Service Offering is available as a committed term subscription of 1, 2, 3, 4, or 5 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, and is billed monthly in arrears. There is no minimum charge (other than the first full hour, as noted above).

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 and invoice process. If you elect to pay for the Service Offering through redemption of Credits, as you use the Service Offering, your Credit fund will be decremented, or charged, for your use of the Service Offering. If you use Credits as a payment method and your Credit Fund is depleted, the Credit Fund may go into an "overage" state, in which case 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>

3.2 Overage Charges

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 OSIs covered by your active committed term subscription(s). Overages are charged on an hourly basis at the then current on-demand rate per OSI, and are billed monthly in arrears.

3.3 Subscription Upgrade Program

If you receive your entitlement to the Service Offering through the Subscription Upgrade Program for vRealize Operations Cloud, you agree to relinquish your entitlements to corresponding VMware vRealize® Operations™ on-premises perpetual licenses. You must not use any license keys related to those perpetual licenses, and VMware will invalidate those perpetual license keys.

3.4 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.

3.5 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.