



**NOTICE:** This Service Description is no longer being updated.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 Workspace ONE® Intelligence™ for Consumer Apps**

*Dated as of: 09 September 2022*

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## 1. Introduction

### 1.1 Overview

VMware Workspace ONE® Intelligence™ for Consumer Apps (the “Service Offering”) enables customers to monitor and optimize application performance and improve user engagement through actionable app insights. The Service Offering provides customers with a mobile app SDK (Software Development Kit) that helps gather app performance data, and access to a cloud-based VMware Workspace ONE® Intelligence™ console (the “Console”) to view insights based on the collected data.

### 1.2 Technical Documentation and Training

Documents outlining key concepts, a “Getting Started” guide, and “How To” guides for key objects are available through VMware Docs <https://docs.vmware.com>. SDK documentation is available through <https://docs.apteligent.com>.

### 1.3 Legal Terms

Use of the Service Offering is subject to the VMware Cloud Service Offerings Terms of Service (“Terms of Service”) available through a link at the main VMware end user terms landing page, at: <https://www.vmware.com/download/eula.html>.

## 2. Service Operations

The following sections outline VMware’s roles and responsibilities in the delivery of 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 provided with the Service Offering or are assumed to be your responsibility.

### 2.1 Support

VMware will provide support for problems that you report, as well as selected additional services to assist with adoption of and related to the Service Offering. Support may be provided in any country in which VMware or its providers maintain facilities. To the extent you provide Content (as defined in the Terms of Service) in connection with support requests, VMware will handle that Content in any such country in accordance with the Terms of Service.

### 2.2 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 has the ability to create additional user accounts for other users, as needed.

- VMware will monitor availability of the Service Offering.

Your responsibilities include:

- Deploying and configuring the metrics data SDK to collect mobile app performance data into the mobile apps as needed.
- Configuring the Service Offering to gather metrics from mobile apps using the Workspace ONE Intelligence SDK as needed.
- Monitoring your data ingestion to ensure that it is within purchased limits, or that it is not impacting overall service availability. Data transmission, after hitting the upper limit of the data ingestion limit purchased or if it is impacting overall service availability, may be throttled and blocked, and may not be reflected on the Service Offering console / dashboard. You will be required to purchase additional capacity if you do not want your data throttled.

## 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 availability of the Service Offering.

## 2.4 Change Management

VMware will provide the following change management elements:

- Processes and procedures to release new code versions, bug fixes, and service packs related to the Service Offering.

You are responsible for:

- Management of changes to your settings, dashboards, and other content.
- Administration of self-service features provided through the Service Offering.
- Changes in the data collection agents used.
- Cooperating with VMware when planned or emergency maintenance is required.

## 2.5 Security

The end-to-end security of the Service Offering is shared between VMware and you. VMware will provide security for the aspects of the Service Offering over which it has sole physical, logical, and administrative level control. You are responsible for the aspects of the Service Offering over which you have administrative level access or control. The primary areas of responsibility between VMware and you are set forth below.

VMware will use commercially reasonable efforts to provide:

- **Information Security:** VMware will protect the information systems used to deliver the Service Offering for which it has sole administrative level control.
- **Network Security:** VMware will protect the networks containing its information systems up to the point where you have some control, permission, or access to modify your networks.
- **Security Monitoring:** VMware will monitor for security events involving the underlying infrastructure servers, storage, networks, and information systems used in the delivery of

the Service Offering for which it has sole administrative level control. This responsibility stops at any point where you have some control, permission, or access to modify an aspect of the Service Offering.

- Patching and Vulnerability Management: VMware will maintain the systems it uses to deliver the Service Offering, including the application of patches VMware deems critical for the target systems. VMware will perform periodic vulnerability scans to surface critical risk areas for the systems it uses to deliver the Service Offering. Critical vulnerabilities will be addressed in a timely manner.

You are responsible for:

- Information Security: Ensuring adequate protection of the information systems, data, content, or applications that you deploy and manage for purposes of collecting and transmitting metric data.
- Network Security: The security of the networks over which you have administrative level control. This includes, but is not limited to, maintaining effective firewall rules, exposing only communication ports that are necessary to conduct business, locking down promiscuous access, etc.
- Security Monitoring: Detection, classification, and remediation of all security events that are isolated with your systems, applications, data, or content, surfaced through vulnerability scanning tools.

## 2.6 Data Privacy

The Service Offering collects data directly from the mobile apps and/or devices involved in the delivery or receipt of the Service Offering, such as configuration, performance, and usage data, for the purposes of improving VMware products and services, and your and your user's experiences, 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>.

VMware collects data regarding a customer's use of the Service Offering ("Customer Data") and App Users' use of the Customer App(s) ("App User Data"). VMware has the right to use, reproduce, and distribute Customer Data and App User Data when it is aggregated with other information and not specifically identifiable to you or to any App User to publish reports (either for the general public or VMware customers) on various metrics of interest, for particular industry sectors or otherwise. VMware also has the right to use the Customer Data and App User Data for data analysis, benchmarking, and machine learning to run models so VMware can derive insights and add intelligence to automation functionality (e.g., anomaly detection, forecasting, or predicting future data, as well as recommending possible corrective actions). As used in this Service Description, "App User" means a user of the Customer App(s). "Customer App(s)" means the customer's mobile applications identified in the relevant Order.

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### 3. Business Operations

This offering is sold on a per app basis, aligning to the number of production apps on each platform, registered in the Console. There are specified data limits, per month. For customers wishing additional data ingestion limits, there is an add-on available.

“Production apps” are apps published/released in public app stores for end users. Applications may be registered in the Console, at no charge, for the sole purpose of testing those production apps. “Enterprise apps” intended for internal use, for example those deployed to enterprise app stores, are not licensed under this agreement.

The Service Offering is available for terms of 1, 2, 3, 4, or 5 years. Fees must be prepaid in full.

For more details on ordering (including applicable data ingestion limitations) and pricing, please contact your VMware sales specialist

#### 3.2 Renewal

VMware reserves the right to not renew any SID at the end of its Subscription Term, in which case we will notify you 30 days prior to the end of the then-current Subscription Term.

##### Modify Subscription Service at End of Term (the default setting)

You will be contacted prior to the end of the SID subscription term to discuss your renewal options. The “Modify” renewal method setting allows you to modify your Service Offering configuration and to make changes to your reseller relationship, if applicable, by both changing your setting for the SID within the My VMware Portal available at <https://my.vmware.com> and issuing a new purchase order.

If you choose the modified renewal option, you are expected to review your renewal quote, discuss your route to market and billing options with your VMware sales representative, and submit a purchase order to VMware directly or to your VMware authorized reseller. If you purchase your entitlement to the Service Offering through a VMware authorized reseller, a manual renewal is the only time you can make a change in your reseller relationship for that specific SID. The deadline to change the renewal option is 30 days prior to the last day of the then-current SID subscription term.

##### Auto-Renewal

This option causes each SID to automatically renew using the current configuration and the existing subscription term duration. The then-current SKUs and pricing, based on the applicable price list at the time of renewal, will be applied to the renewal term. You may opt into or out of auto-renewal by changing your renewal option setting for the SID within the My VMware Portal available at <https://my.vmware.com>. The deadline to change the renewal option is 30 days prior to the last day of the then-current SID subscription term.

##### Terminate at End of Subscription Term

You may terminate your existing SID subscription, to be effective at the end of the then-current subscription term, by changing your setting for the SID within the My VMware Portal (available at <https://my.vmware.com>) to “Cancel”. When this option is set, your access to the Service

Offering will expire at the end of the SID subscription term. The deadline to select the termination option is 30 days prior to the last day of the then-current SID subscription term.

### 3.3 Suspension and Re-Enablement

While a SID is suspended by VMware as specified in the Terms of Service, VMware will restrict access to the Intelligence Console for subsequent orchestration. VMware will retain SIDs with configurations and data intact until the issue is resolved or your Subscription Term expires or is terminated. SID re-enablement will be initiated promptly upon resolution of the account issues that led to suspension; access to the Service Offering and traffic across IP addresses will be restored.

### 3.4 Termination

Full termination of a SID due to expiration, termination, cancellation, or any other cause will result in loss of access to the Intelligence Console, discontinuation of software updates, account services, support and a deletion of such environments, configurations and data pursuant to applicable VMware policies. Data from a terminated SID will not be retained by VMware beyond the termination date of that SID.