



VMware vRealize™ Air™ Compliance

Service Description

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1. Introduction

VMware vRealize™ Air™ Compliance (“Service Offering”) is a powerful, easy-to-use service that helps organizations secure the configurations of their mission-critical virtual infrastructure and maintain continuous compliance. vRealize Air Compliance continuously monitors the infrastructure looking for and alerting on any changes affecting compliance, so organizations can proactively address issues and security gaps, in real-time, as they happen, to better protect the integrity of the organization’s resources and maintain continuous compliance.

The key benefits are:

- **Achieve Real-Time Visibility** - view automated compliance scorecards, with detailed, real-time information on any changes made to the configuration of that infrastructure that affects compliance, including who made the change.
- **Enable Continuous Compliance** - receive real-time alerts on any configuration changes to the infrastructure that affect compliance to enable quick remediation.
- **Improve Overall Security** - proactively resolve any issues associated with non-compliance and close security gaps in the infrastructure.
- **Save Time and Resources** - remove time-consuming manual tasks associated with compliance reporting and audits.

1.1. Additional Information

Technical Documentation

Documents outlining key concepts with usage examples are available through the service and other websites.

Legal Terms

Use of vRealize Air Compliance is subject to the Terms of Service located at <https://www.vmware.com/download/eula/vrealize-air-terms-of-service.html>

2. Service Operations

VMware vRealize Air Compliance is a subscription service that is hosted in vRealize Air. The service is delivered in the cloud, with continuous application and content updates, and the vRealize Air portal provides a single interface that you use to manage the service and the service users.

2.1. Service Support

VMware will provide support for problems that you report. Support may be provided in any country in which VMware or its agents maintain facilities. To the extent you provide Your Content (as defined in the Terms of Service) in connection with support, we will handle Your Content in any such country in accordance with the applicable Terms of Service.

2.2. Service Provisioning

You can request a demonstration environment, a trial instance, or a paid (standard or premium license) instance of vRealize Air Compliance by going to <http://www.vmware.com/cloud-services/management/vrealize-air-compliance> and selecting the desired service offering. Once the service has been provisioned, a message is sent to the email account provided in your My VMware® account. Follow the instructions in the email to activate your account and access your service instance through the vRealize Air portal.

- **Service Offerings**

- **Demonstration Environment** - access a prepopulated set of resources that are monitored by vRealize Air Compliance. The environment will be available for 24-hours once provisioned
- **Trial Instance** - a free, short-term subscription that allows you to connect vRealize Air Compliance to resources, one host and up to 25 virtual machines, in your environment for 30 days
- **Paid Instance** - provides you with full access to the service for the amount of time you specified when you paid for the service. With a standard or premium license, there are no restrictions on the number of vSphere infrastructure objects assessed. A standard license only allows assessments using the VMware vSphere® Hardening Guide content appropriate for your environment. A premium license also allows assessments using the vSphere Hardening Guide content and, in addition, other premium content (e.g. PCI, HIPAA) for which you have purchased a license.

2.3. Monitoring

vRealize Air Compliance monitors your VMware vSphere infrastructure, including your VMware vCenter Server™ instance, data centers, clusters, hosts, virtual machines, and distributed virtual port groups. It returns the results to your vRealize Air Compliance instance through a secure connection (https 443) to your deployed service. Virtual machine monitoring includes settings related to the virtual machines that vCenter Server manages but not settings that reside in the guest operating system.

- **Monitoring Setup**

- If you have a trial or paid instance, you will be able to monitor your environment. When you first log in to vRealize Air Compliance, the Initial Setup wizard will guide you through the process of connecting your environment to the vRealize Air Compliance Connect OVA, which is the on-premises client OVA. With the secure connection established, monitoring operations will begin immediately.

2.4. 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 outlined below.

VMware will use commercially reasonable efforts to provide:

- **Physical Security:** VMware will protect the data centers housing the Service Offering from physical security breaches.
- **Information Security:** VMware protects 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 over. This responsibility stops at any point where you have some control, permission, or access to modify an aspect of the Service Offering.
- **Patching & Vulnerability Management:** VMware will maintain the systems it uses to deliver the Service Offering, including the application of patches it deems critical for the target systems. VMware will perform routine 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 should address:

- **Information Security:** You are responsible for ensuring adequate protection of the information systems, data, content or applications that you deploy and/or access in the Service Offering. This includes, but is not limited to, any level of patching, security fixes, access controls, roles and permissions granted to your internal, external, or third party users, etc.
- **Network Security:** You are responsible for the security of the networks over which you have administrative level control. This includes, but is not limited to, maintaining effective firewall rules, exposing communication ports that are only necessary to conduct business, locking down promiscuous access, etc.
- **Security Monitoring:** You are responsible for the detection, classification, and remediation of all security events that are associated with on-premises virtual machines deployed by the Service Offering surfaced through vulnerability scanning tools or required for a compliance or certification program in which you are required to participate.

2.5. Application and Content Updates

Notifications will be displayed in the user interface when application and content updates are available for you to install.

2.6. Supported Browsers

You must use one of the following browser versions: Internet Explorer 10 or 11, FireFox 32 or later, Chrome 32 or later, Safari 6.2 or later.

3. Business Operations

3.1. Ordering

- Initial orders include core Virtual Object Capacity; Hardening for vSphere includes unlimited Virtual Object Capacity; Security and Regulatory includes 100 Virtual Object Capacity. The initial purchase establishes the default billing relationship that applies to all transactions for that SID for the duration of the contract; for example, if the initial order is placed through a VMware Authorized Reseller, then, by default, any subsequent payments related to that Service Identifier will be made through that Reseller. This billing relationship may be modified at time of renewal.
- A Virtual Object is defined as a Virtual Machine or a Virtual Host; Each Virtual Machine and Virtual Host are counted as one Virtual Object.
- vRealize Air is a pre-paid service offering.
- Additional capacity may be purchased at the time of initial order or any time after the initial order.
- Capacity may only be activated once a fulfillment complete notification has been communicated for the order.
- Account changes to capacity can be made by ordering additional capacity any time before the end of the contracted term.
- Changes to the VMware Authorized Reseller associated with a SID may be made at the time of renewal by contacting VMware as noted below.
- Service reductions may be coordinated with VMware at the time of renewal and will require a new order for the reduced Service Offering capacity. However, in the event the capacity associated with your reduced Service Offering order is less than the capacity required to sustain your then current workloads, VMware will bill you for the excess capacity at the then current metered rates until such time as you've released the excess capacity.
- Reduction orders for renewals must be submitted to VMware a minimum of 30 days from the date of renewal.

3.2. Invoicing

- When you purchase a Service Offering directly from VMware, VMware will invoice you for all the ordered services within forty-five (45) business days after the beginning of each Billing Period. When you purchase a Service Offering through a VMware Authorized Reseller, the Reseller will invoice you as mutually agreed between you and such Reseller.
- Plan Charges will be invoiced by VMware for the then-current Billing Period unless you choose a prepaid Service Offering SKU, in which case you will be billed for the ordered subscription term. Should the Service Offering not be provided for the entire Billing Period, then the fees for such period will be prorated (a) from the day the Service Offering was first provided through the end of the Billing Period, or (b) from the beginning of the Billing Period through the last day in the Billing Period the Service Offering was provided, as appropriate.
- Usage Charges will be invoiced by VMware on the next billing date following the Billing Period in which they were used. If the SID is provisioned within 5 business days of the Billing Date, you may not receive the first invoice for usage charges until the second billing date following the SID provisioning.

3.3. Metered Usage

Capacity used in excess of subscribed service offering is metered. You are obligated to pay for such Metered Usage Components at the lesser of the contracted rate or then current rates published by VMware if you purchased the Service Offering directly from VMware, or from the rates agreed with the VMware Authorized Reseller if you purchased the Service Offering via a Reseller. Such charges will be billed by VMware as Usage Charges.

3.4. Renewal

VMware reserves the right to not renew an SID at the end of its subscription term. In the event of a non-renewal by VMware, we will notify you 30 days prior to the end of the subscription term. Renewal options for each SID may be selected using the My VMware administrative portal. Renewal options include:

- **Auto Renewal (default setting)** - each SID will automatically renew using the current configuration and the existing order term length. The then current SKU's and pricing, based on the applicable price list, will be applied to such renewal term. You may opt out of auto renewal by changing your renewal option setting for the SID within the My VMware Portal available at <http://my.vmware.com>. The deadline to change the renewal option is 30 days prior to the last day of the current SID subscription term.
- **Modify Subscription Service at End of Term** - when this option is selected, you may be contacted prior to the end of the SID term to discuss your renewal options. You may modify your Service Offering configuration and make changes to your reseller relationship, if applicable, by both changing your setting for the SID within the My VMware Portal available at <http://my.vmware.com> and issuing a new purchase order. If you do not make any changes to your current SID by the deadline below and/or you do not issue a new purchase order for the new Service Offering to VMware or your VMware Authorized Reseller, if applicable, your existing SID, as currently configured, will automatically renew with VMware or your existing reseller. When you purchase the Service Offering through a VMware Authorized Reseller, a manual renewal is the only time a customer may elect a change in reseller relationship for that specific SID. The deadline to change the renewal option is 30 days prior to the last day of the current SID subscription term.
- **Terminate at End of Term** - you may terminate your existing SID renewal by changing your setting for the SID within the My VMware Portal available at <http://my.vmware.com>. When this option is set, then your access to the Service Offering will expire at the end of the SID term. The deadline to select the termination option is 30 days prior to the last day of the current SID subscription term.

3.5. Suspension and Re-Enablement

While a SID is suspended by VMware for delinquent payment or any other reason as detailed in the Terms of Service, VMware will restrict access to all SIDs and block all traffic across their Public IP addresses. VMware will retain SIDs with configurations and data intact until the issue is resolved or the service expires or is terminated.

SID re-enablement will be initiated immediately upon resolution of the account issues that led to suspension; access to the Service Offering and traffic across IP Addresses will be restored.

3.6. Termination

Full termination of an SID due to contract expiration, termination, cancellation, or any other cause will result in permanent loss of access to the environments, discontinuation of account services, and a deletion of such environments, configurations and data according to VMware's internal data retention policy.

Data from a terminated SID may be retained by VMware beyond termination of such SID. However, VMware will not delete the data for 30 days following termination of SID.

3.7. Early Termination

Pre-paid subscriptions are not eligible for early termination. Services terminate at end of term.

You may terminate your existing SID at the end of term by changing your setting for the SID within the My VMware Portal available at <http://my.vmware.com> to "Terminate at End of Term". When this option is set, then your access to the Service Offering will expire at the end of the SID term. The deadline to select the termination option is 30 days prior to the last day of the current SID subscription terms.

Appendix A

Definitions:

"Billing Date" is the date when VMware will periodically bill for the Service Offering. Billing Dates will occur monthly unless otherwise indicated.

"Billing Period" is the period for which the Service Offering is being billed. Billing Periods are monthly and are related to the provisioning of your SID, unless otherwise indicated.

"Metered Usage Components" are those Service Offering elements that are billed based upon actual usage, including any usage in excess of the committed Plan Charges. Metered Usage Components are any premium standards (e.g. PCI, HIPAA, etc.) used for compliance assessments.

"Plan Changes" are those Service Offering components that are not billed based upon usage (i.e., those components that you have committed to purchase and are recurring during the subscription term with regard to use). These charges will be invoiced for the then-current Billing Period as described in Section 3.2 of this Service Description.

"Usage Changes" are the service fees for those Service Offering components that are billed based upon usage. These charges will be invoiced in arrears as described in Section 3.2 of this Service Description.



VMware, Inc. 3401 Hillview Avenue Palo Alto CA 94304 USA Tel 877-486-9273 Fax 650-427-5001 www.vmware.com

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