



Service Description

VMware vCloud® Government Service™ provided by Carpathia

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1. Introduction

VMware vCloud® Government Service™ provided by Carpathia is a secure cloud service that has received a Provisional Authority to Operate (P-ATO) from the Federal Risk and Management Program's Joint Authorization Board for Infrastructure as a Service at a Moderate Level. It is a cloud service that gives IT organizations a VMware-compatible platform to extend their cloud infrastructure seamlessly beyond their datacenter.

Service Options

vCloud Government Service is an Infrastructure-as-a-Service offering operated and managed by VMware, with two class-of-service alternatives:

- **Dedicated Cloud** class of service provides a single-tenant private cloud with dedicated computing servers, layer-2 network isolation for workload traffic, dedicated storage volumes, and a dedicated cloud management instance. Infrastructure capacity may be allocated to a single virtual datacenter or multiple datacenters at your option.
- **Virtual Private Cloud** class of service provides a multi-tenant virtual private cloud with logically isolated resources on shared physical infrastructure, configured as a single virtual datacenter with networking resources.

RSA Tokens

vCloud Government Service requires all users to access the service using a unique RSA hard token device:

- At least one RSA token must be procured at the time of initial purchase of the core vCloud Government Service, but the customer may procure additional RSA tokens either at the time of the initial purchase of the core vCloud Government Service, or at any point during the term of the service.
- All users must have their own, unique RSA token.
- All RSA tokens are limited to one user and one user account.
- Customers will be billed for the entire RSA token order when the order is placed, regardless of the number of RSA tokens procured in a single order or the time at which those RSA tokens are activated.
- Customers can request RSA token activation at any time during the service term.
- Any RSA tokens remaining at the end of the service term that have not been activated are forfeit and may be reused or destroyed.
- No refunds will be provided for ordered but unused RSA tokens.

Service Objects

Each class of service includes the capability to access these objects and manage them to align with different consumption and administration models:

- **Virtual Datacenters (VDCs)** in both classes of service will be set up with an internal VDC network and edge gateway with optional NAT-routed network.
- **Virtual Machines (VMs)** are first-class objects in vCloud Government Service interactions; they may be created and managed individually. VMware vSphere® vApps™ will be visible along with their VM associations on the vCloud Hybrid Service Console (see below), but can be created or managed only through VMware® vCloud Director®.

- **Networks** may be managed through the vCloud Director Console for edge gateway configuration and common use cases such as NAT mappings, firewall rules and VM to network assignment. Advanced settings configuration and management such as VPN setup, load balancing and network creation can be done through vCloud Director.

1.1 Service Portals

Self-Service Portals

The Service includes access to two self-service consoles:

- **My VMware Account Management Console (“My VMware”™)** provides access to subscription status, integrating navigation, viewing and management of all VMware product licenses and support under a single account.
- **VMware vCloud Director Console (“Console”)** is the primary interface for access, consumption, and management of cloud resources purchased from VMware, including virtual datacenter management, configuration of network services, and VM instance lifecycle management. For more advanced management tasks, the Console provides direct access to vCloud Director under the same sign-on.

VMware will also provide organization administrator access to the vCloud® Application Programming Interface (API) for programmatic resource management or workload migration through VMware vCloud® Connector™.

1.2 Additional Information

Technical Documentation and Training

Documents and videos outlining Key Concepts with usage examples, a “Getting Started” guide, and “How To” guides for key objects are available through distribution to the customer and on VMware Learning, Service, and other websites.

Legal Terms

Use of the vCloud Government Service is subject to the Terms of Service located at <http://vcloud.vmware.com/legal>.

2. Service Operations

The following outlines VMware’s roles and responsibilities in the delivery of the vCloud Government Service. While specific roles and responsibilities have also been identified as being owned by you, any roles or responsibilities not contained in this document are either not provided with the service or assumed to be your responsibility.

2.1 Service Support

VMware will provide support for problems that you report, and selected additional services to assist with adoption and related to the vCloud Government Service. Support will only be provided by U.S. persons to meet VMware’s support obligations.

2.2 Service Provisioning

VMware will provide the following Provisioning Services:

- Implementation of platform components (physical servers, physical storage, and physical network devices) needed to support contracted resource pools.
- Providing initial network resources including default Public IP addresses.
- Providing initial resource pools (memory, processing, primary storage, and networking).
- Creating the initial administrative user account in the Console using default administrator privileges and system preferences.

You will be responsible for the following Provisioning Services:

- Creating and configuring applicable, vApps, VMs, and Networks using deployment templates and wizards.
- Installing and configuring custom or third party applications and operating systems on deployed Virtual Machines.

2.3 Disaster Avoidance and Disaster Recovery

VMware will provide the following services with respect to Disaster Avoidance and Disaster Recovery:

- Data protection, such as routine backups, for the vCloud Government Service infrastructure, including top-layer management and user-management interfaces owned and operated by VMware.
- Data and infrastructure restoration for the vCloud Government Service infrastructure, including top-layer management and user-management interfaces owned and operated by VMware.

You are responsible for the following services with respect to Disaster Avoidance and Disaster Recovery:

- Data protection, such as routine backups, for the data and content accessed or stored on vCloud Government Service VM's or storage devices, configuration settings, etc.
- Data, content, VM and configuration restorations for assets accessed or stored on your vCloud Government Service account.

2.4 Monitoring

VMware will provide the following services with respect to Monitoring:

- Monitoring the vCloud Government Service infrastructure, infrastructure networks, top-layer management and user-management interfaces, and computing, storage, and network hardware for availability, capacity, and performance. VMware will also provide customers with a Virtual Data Center and VM level view of compute and storage resource utilization and availability.

You are responsible for the following services with respect to Monitoring:

- Monitoring the assets deployed or managed within your vCloud Government Service accounts, including, but not limited to virtual machines, operating systems, applications, specific network configurations, operating system or application vulnerabilities, etc.

2.5 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, and/or physical access and control, such as vCloud Government Service servers, storage, and network devices.
- Service software over which VMware has direct administrative access and control, such as the vCloud Director Console, vCloud Director application, and other applications that VMware uses in delivery of the Service.
- VMware-provided operating system templates to the extent that:
 - Published templates cannot be accessed from the Service Catalog
 - Published templates cannot be instantiated without modification
 - Published templates cause errors at first run time
 - There are substantial hangs or excessive delays in the retrieval of a template from the Service Catalog
 - The configuration of a published template affects the virtual machine's interaction with the hypervisor
 - Time synchronization issues (NTP) exist
- VMware-provided Tools, including
 - VMware Tools Installation and Configuration
 - VMware Tools optimization
 - Performance tuning as it relates to VMware tools and drivers

You are responsible for incident and problem management (e.g., detection, severity classification, recording, escalation, and return to service) pertaining to:

- Your organization, virtual data center, vApp, or organization network administration, configuration, and modification
- User-deployed and configured assets such as VM's, custom developed or third party applications, custom or user-deployed operating systems, network configuration settings, and user accounts.
- Operating system administration including the operating system itself or any features or components contained within it.
- Performance of user-deployed VM's, custom or third party applications, your databases, operating systems imported or customized by you, or other assets deployed and administered by you that are unrelated to the vCloud Director Console, vCloud Director, or vCloud Government Service platform.

2.6 Change Management

VMware will provide the following change management elements:

- Processes and procedures to maintain the health and availability of the vCloud Hybrid Service Console, vCloud Director, or vCloud Government Service platform.
- Processes and procedures to release new code versions, hot fixes, and service packs related to the vCloud Hybrid Service Console, vCloud Director, or vCloud Government Service platform.

You are responsible for:

- Management of change to your VM's, operating systems, custom or third party applications, databases, and administration of general network changes within your control.
- Administration of self-service features provided through the VMware and vCloud Director consoles, up to the highest permission levels granted to you. Including but not limited to VM and network functions, backup administration, user configuration and role management, general account management, etc.

2.7 Security

The end-to-end security of the vCloud Government Service is shared between VMware and you. VMware will provide security for the aspects of the Service over which it has sole physical, logical, and administrative level control. You are responsible for the aspects of the Service 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 vCloud Government Service from physical security breaches.
- **Information Security:** VMware will protect the information systems used to deliver the vCloud Government Service 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 vCloud Government Service 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 on the vCloud Government Service. This includes, but is not limited to, any level of patching, security fixes, data encryption, 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 isolated with your vCloud Government Service account, associated with VM's, operating systems, applications, data, or content, surfaced through vulnerability scanning tools, or required for a compliance or certification program in which you are required to participate and which are not serviced under another VMware security program.

2.8 Virtual Server Deployment Templates

VMware will provide a catalog of supported virtual server deployment templates that you may deploy into your vCloud Government Service environments. The deployment and use of such templates will be subject to the Third Party Terms located at <http://vcloud.vmware.com/legal> and may be subject to additional Subscription Software fees as further described in Appendix A of this Service Description. VMware will provide these templates, test them for quality, check for viruses, and install security patches before making them available in the VMware template catalog. VMware will also maintain and update these templates from time to time. You are responsible for deploying and configuring the virtual server deployment templates that you choose to use, activating related licenses, and maintaining compliance with such license terms.

In order to comply with VMware's legal obligations to our third party licensors, you will not be permitted to export, download, or remove certain templates or any installed forms of certain templates for installation or use outside of the Service Offering, as set forth in the Third Party Terms located at <http://vcloud.vmware.com/legal>.

You may implement or import your own virtual server deployment templates so long as you have the legal right to deploy and use the software contained in such templates.

Templates that are provided by VMware and infrequently used, out-of-date, or no longer supported may be removed at any time.

2.9 Migration

vCloud Connector will support migration of VMs, vApps, and templates between the vCloud Government Service and other vSphere or vCloud Director environments such as datacenters or vCloud Hybrid Service evaluation environments. Export, transport, and import may use vCloud Connector or Open Virtual Machine Format (OVF). These migration capabilities support onboarding to the vCloud Government Service, export from the Service, and synchronization of templates between the vCloud Government Service and your on-premises data centers.

In addition to the basic network-based copy operation of VMs, vApps, and templates between vSphere, vCloud Director, vCloud SP, and vCloud Government Service, vCloud Connector also supports the following use cases:

- Extend your network from your private vSphere and vCloud Director environments to vCloud Government Service so you can migrate VMs or vApps to vCloud Government Service while retaining the same IP and MAC address. This allows those VMs or vApps to communicate with other VMs or vApps in the private vSphere or vCloud Director environments.
- Synchronize your vCloud Government Service catalog with your private vSphere folder or vCloud Director catalog so that all authorized users of your private vSphere or vCloud Director and vCloud Government Service use the same templates.

3. Business Operations

This section summarizes processes for ordering, scaling, renewing, suspending, and terminating the VMware vCloud Government Service.

3.1 Ordering and Invoicing

Ordering

- Initial orders include core Compute, Support, Storage, IP Address, and Internet Bandwidth components for a single Service instance (“Service Identifier”, or SID) and are described in further detail in Appendix A. 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.
- Additional capacity may be purchased at the time of initial order or any time after the initial order.
- Additional capacity and/or services may be purchased through a VMware Authorized Reseller. Additional terms and fees may apply to such additional services.
- Account changes to capacity may be made by ordering additional capacity or services 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 rates until such time as you’ve released the excess capacity and VMware has reclaimed it.

Invoicing

- If you purchase the Service Offering through a VMware Authorized Reseller, the Reseller will invoice you as mutually agreed between you and such Reseller. If you purchase the Service Offering directly from VMware, VMware will invoice you for all ordered services within thirty (30) business days after the beginning of each Billing Period.
- Plan Charges, as defined in Appendix A, 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, as defined in Appendix A, will be invoiced by VMware on the next billing date following the Billing Period in which they were used. If your 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.

3.2 Metered Usage

- **Metered Usage** components such as Bandwidth and third-party licenses are available for consumption in excess of subscription levels at any time under the Terms of Service. You are obligated to pay for such Metered Usage components at the then-current rates agreed with your VMware Authorized Reseller. Such charges will be billed as Usage Charges. A list of Metered Usage components is provided in Appendix A.
- **Add-on capacity and services** as described above may be purchased at any time to meet new or expanded requirements.
 - **Additional capacity and/or services may be purchased through a VMware Authorized Reseller.**
 - **The Term** for add-on capacity or services will be set to terminate at the same time as the core subscription term for the SID.
 - If add-on capacity causes you to achieve a higher **volume tier**, any per-unit price reductions will apply to the remaining term of the SID if billed monthly. Prepaid subscriptions will not receive a refund for the per-unit price reduction due to achieving a higher volume tier. Per-unit price reductions will apply to the add-on capacity for both monthly and prepaid subscriptions added after the higher volume tier is achieved.

3.3 Renewal

Renewal options for each SID are available for purchase through a VMware Authorized Reseller..

Manual Renewal

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 by issuing a new purchase order through a VMware Authorized Reseller. 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 Service Offering through your chosen VMware Authorized Reseller, your existing SID, as currently configured, will terminate. A manual renewal is the only time a customer may elect a change in reseller relationship for that specific SID. Please see the table below for the deadline to submit a new purchase order.

Subscription Term	Deadline to Change Renewal Option
Less than or equal to 3 months	5 days prior to the last day of the current SID subscription term
More than 3 months	30 days prior to the last day of the current SID subscription term

Terminate at End of Term

By default, your existing SID will terminate at the end of your term unless you complete a manual renewal and submit a new purchase order. When this option is set, then your access to the Service Offering will expire at the end of the SID term.

3.4 Suspension and Re-Enablement

- While a SID is **suspended** by VMware for delinquent payment or any other reason permitted under, and 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.

3.5 Termination

- **Full termination** of an SID due to contract expiration or termination 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.

3.6 Early Termination

To the extent not prohibited by law or regulation, the following Early Termination provisions apply:

- vCloud Government Service monthly-paid subscriptions with an initial term of 12 months or more are eligible for early termination. Pre-paid subscriptions are not eligible. The termination can be effective only after the first 3 months of that term, and upon advance notice to VMware. You also must pay a fee equal to one month of contracted subscription fees (including add-on fees) for every 12 month period (or portion thereof) remaining on your Subscription Term as of the effective termination date. For example:

Months Remaining on Subscription Term at Effective Termination Date	Early Termination Fee Amount
Less than 12 months	Equal to 1 month of contracted subscription fees (including add-on fees)
At least 12 months, but less than 24 months	Equal to 2 months of contracted subscription fees (including add-on fees)
At least 24 months, but less than 36 months	Equal to 3 months of contracted subscription fees (including add-on fees)

- To give the required notice for the SID you want to terminate, please contact the VMware Global Support and Services team by filing a Support Request in the My VMware Portal, at <http://my.vmware.com>.
- You must provide 30 to 60 days advance notice. The termination (the last active day for your SID) will be effective on the last day of your next subscription Billing Period.

- For example, if your subscription Billing Period ends on the 15th of each month (please note that this may be different from your billing date), you must notify us by April 15th to terminate your SID effective May 15th; if notice is provided on April 16th, the SID will be terminated effective June 15th.

Appendix A – Ordering and Metered Usage Components

This Appendix A to the Service Description outlines the components that may be purchased by the Customer during the initial or subsequent orders and the components that will be billed based on actual usage.

Definitions:

“Bandwidth” is the network connectivity from your vCloud Government Service to the public Internet using VMware’s Internet service providers. Bandwidth is ordered in the increments defined below

“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.

“Burst Bandwidth” is the amount of Bandwidth consumed by you in excess of the bandwidth purchased with your Core Components

“Compute” is the allocated virtual processing and virtual memory resources surfaced to you through your purchased class of service. Compute is ordered in the increments defined below.

“Core Components” are Compute, Storage, Bandwidth, IP Addresses and Support.

“Elastic Compute” is the unreserved virtual processing and virtual memory resources utilized by you during the Billing Period.

“IP Addresses” are used to provide connectivity to the public Internet and Bandwidth is consumed when data is either transferred or received by your purchased class of service.

“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: Burst Bandwidth and Third-Party Licenses

“Plan Charges” 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 without regard to use). These charges will be invoiced for the then-current Billing Period as described in Section 3.1 of this Service Description.

“Storage” contains block level storage volumes surfaced to you through your purchased class of service. Storage is ordered in the increments defined below

“Subscription Software” is any software provided to you and for which you are billed for its use.

“Support” is the service to be delivered by VMware as described in Sections 2.2 to 2.7 of this Service Description.

“Third-Party Licenses” are those licenses for third-party software that are made available to you as optional services (either through the Service Catalog or otherwise).

“Usage Charges” are those Service Offering components that are billed based upon usage. These charges will be invoiced in arrears as described in Section 3.1 of this Service Description.

Ordering Core Components

Core components are ordered for specific subscription terms (e.g., 12, 24, or 36 month periods). Each component will be invoiced and payable on a monthly basis or invoiced and payable as a lump sum if a pre-paid Service Offering is ordered.

Dedicated Cloud

For Dedicated Cloud instances, at least 1 of each of the following items must be ordered with the initial purchase and in the increments specified:

- Compute: 35Ghz vCPU and 120GB of vRAM
- Storage: 6TB
- Bandwidth: 50Mbps
- IP Addresses: 3 Public IP Addresses
- Support: 24x7 Production Support
- RSA Token

Virtual Private Cloud

For Virtual Private Cloud instances, at least 1 of each of the following items must be ordered with the initial purchase and in the increments specified:

- Compute: 5Ghz vCPU and 20GB of vRAM
- Storage: 2TB
- Bandwidth: 10Mbps
- IP Addresses: 2 Public IP Addresses
- Support: 24x7 Production Support
- RSA Token

Metered Usage Components

Consumption of these components is measured based on the intervals and increments described below. These components are Usage Charges, and will be billed by VMware as described in Section 3 of this Service Description.

Pricing for these components will vary based upon your ordering path. Please see “Fees and Charges” below.

- Burst Bandwidth
 - Consumption Interval: Billing Period
 - Increments: per 1Mbps
- Third-Party Licenses
 - Microsoft SPLA Subscription Software
 - Consumption Interval: Calendar month, or any portion thereof.
 - Increments: per CPU

Fees and Charges

When you order directly from VMware, VMware will invoice you based upon the fees listed in VMware's then current applicable price list, or as otherwise agreed with VMware in the order. When you order from a VMware Authorized Reseller, that reseller will invoice you based upon their price list or as otherwise agreed with you.

Orders that add services or capacity to an existing SID will be ordered from VMware or a Reseller based upon the manner in which the SID was booked. Specifically, if a reseller is already billing you for the SID, then the order for such additional services or capacity will also be placed through that reseller, and the price that you agree to pay will be based upon your agreement with that reseller.