



Service Description

VMware AppDefense™

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1. Introduction

1.1 Overview

VMware AppDefense™ (“AppDefense” or the “Service Offering”) is a data center endpoint security product, designed to protect applications running on virtualized and cloud environments. Much like micro-segmentation enables “least privilege” environments at a network level, AppDefense enables “least privilege” compute environments (what runs, how those components interact, etc.). AppDefense ties into modern data center and application provisioning workflow to ingest expected (or “intended”) state, and then uses the hypervisor to monitor runtime behavior of the application. The Service Offering also uses runtime learning and some behavioral modeling to round out a machine’s intended state when everything cannot be caught at provision time. When AppDefense catches an anomaly, it can either block the behavior or take automated action through the virtual infrastructure, such as changing security policy on demand.

AppDefense can be purchased as a separate offering, or as part of the VMware vSphere® Platinum offering, which combines VMware vSphere® and AppDefense. For details on vSphere Platinum, consult your VMware sales representative.

1.2 Service Specific Terms

Use of the Service Offering requires that an AppDefense appliance be deployed within your private data center for connectivity to the Service Offering.

AppDefense Plugin for vSphere Platinum

If you purchase an entitlement to vSphere Platinum, that entitlement includes (i) a license to use vSphere, together with the AppDefense for vSphere Platinum plugin software, both as an on-prem perpetual offering, and (ii) a one-year or three-year subscription to the Service Offering (as a hosted cloud service offering). Consult your VMware sales representative for details.

Your use of the AppDefense for vSphere Platinum plugin software as part of vSphere Platinum is governed by the standard VMware end user license agreement (available at https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/universal_eula.pdf). You may only use the AppDefense Plugin software with vSphere Platinum, as described in the VMware Product Guide (available at <https://www.vmware.com/download/eula/product-guides.html>).

1.3 Additional Information

Technical Documentation and Training

Online help outlining key concepts, and technical documentation for the Service Offering is available through the VMware Cloud™ website (go to <https://cloud.vmware.com/>).

Legal Terms

Use of the Service Offering is subject to the Terms of Service available through the link 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>.

Chat Functionality

In connection with a customer's use of the chat functionality within the Service Offering, the customer and its users are prohibited from submitting any sensitive personal information, such as payment card data, health information, or special categories of personal data as identified in the EU General Data Protection Regulation.

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

VMware collects and uses data as set forth in our Privacy Notice (found at <https://www.vmware.com/help/privacy.html>) and our Cookie Notice (found at <https://www.vmware.com/help/privacy/cookie-notice.html>), including for support and analytics purposes. To opt out of cookies used in connection with the chat functionality provided by a third party service provider, click here: <https://www.intercom.com/terms-and-policies#cookie-policy>.

2. Service Operations

2.1 Provisioning, Monitoring, Change Management

Details regarding the respective roles and responsibilities of VMware and you for provisioning, monitoring, and change management for the Service Offering are available on the VMware Cloud services website (cloud.vmware.com).

2.2 Support

The Service Offering includes support for problems related to your account and the Service Offering's availability and features. Support may be provided from both U.S. and non-U.S. locations.

3. Business Operations

3.1 Ordering and Fees

The Service Offering is sold in one-, two-, and three-year prepaid subscriptions only. For additional information on ordering, consult your VMware sales specialist.

3.2 Renewal

VMware reserves the right to not renew any subscription at the end of the applicable Subscription Term, in which case we will notify you 30 days prior to the end of the subscription term. Renewal options for each subscription may be selected using the My VMware administrative portal.

Auto-Renewal (the default setting)

Except as set forth in this Section 3.2, your subscription will 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 out of auto-renewal by changing your renewal option setting for the

subscription 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 Subscription Term.

Modify Subscription Service at End of Term

If you select the renewal method “Modify”, you will be contacted prior to the end of the Subscription Term to discuss your renewal options. Selecting “Modify” as the 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 subscription instance 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 account profile at least 30 days prior to the last day of the then-current Subscription Term, then your existing account profile/subscription, as then currently configured, will automatically renew. If you purchase the Service Offering through a VMware authorized reseller, a manual renewal is the only time you may elect a change in your reseller relationship for that specific service instance.

3.3 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.

3.4 Termination

You may terminate your existing subscription at the end of an existing Subscription Term by changing your setting for your account within the My VMware Portal (available at <http://my.vmware.com>) to “Cancel”. When this option is set, then your access to the Service Offering will expire at the end of the Subscription Term. The deadline to select the termination option is 30 days prior to the last day of the current Subscription Term. If you do not select the termination option at least 30 days prior to the last day of the then-current Subscription Term, then your subscription will automatically renew, as provided above.

Early termination of your subscription is not permitted, other than for the reasons set forth in the Terms of Service.

Your Service Offering environments, configurations and the data collected by the Service Offering specific to workload and network flows will be deleted from our systems (including our backup systems) within 90 days after you stop using the Service Offering or your VMware cloud account is terminated. We do retain anonymized and hashed data. The Service Offering is not intended or configured to accept any customer Content.