



**NOTICE:** This Service Description is no longer being updated. Content has been moved to the Cloud Services Guide, found at <https://www.vmware.com/agreements>

## Service Description

# CloudHealth<sup>®</sup> Secure State<sup>™</sup>

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# 1. Introduction

## 1.1 Overview

CloudHealth® Secure State™ (the “Service Offering”) is a cloud security monitoring service that looks across configuration settings, configuration change activity, and threat events to help detect vulnerabilities and find suspicious activity in public cloud environments. (As of the date of this Service Description, the Service Offering is compatible with Amazon Web Services and Microsoft Azure public cloud environments.) The Service Offering provides organizations with automated security insights, compliance assessments, and alerts that help cloud teams find vulnerabilities and threats, and that scale security best practices across cloud accounts and providers.

## 1.2 Service Specific Terms

Customers accessing change events information may incur some nominal bandwidth usage and queue service usage, resulting in additional charges by the customer’s cloud provider. The Service Offering also offers data integration options which, if configured by the customer, publish results information from the Service Offering to a defined data bucket or queue. Additionally, the Service Offering provides optional cloud remediation capabilities, which if configured, require additional instances (remediation workers) and related compute charges to a customer’s target cloud account. The bandwidth, queuing, and any configured data storage or compute charges will be billed to the customer by the cloud provider.

## 1.3 Technical Documentation

A Getting Started guide, conceptual guides on key areas of the platform, and workflow for navigating through key features are available at: <https://docs.securestate.vmware.com/>.

Public documentation that explains how to get started with the Service Offering’s API and examples for various API calls is provided at <https://api.securestate.vmware.com/>.

## 1.4 Legal Terms

Use of the Service Offering is subject to the VMware Cloud Service Offerings Terms of Service found through the link 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 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 can create additional user accounts for other users, as needed.

Your responsibilities include:

- Configuring the Service Offering to gather inventory data and send required change event (logs) from cloud-based services (for example, Amazon Web Services) as needed.
- Deploying and configuring remediation workers required when using CloudHealth Secure State Remediation capability.

## 2.2 Disaster Avoidance and Disaster Recovery

The Service Offering should not be considered the database of record for your data, and you should not rely on or consider the Service Offering as the sole source of your data, nor a complete copy of your data.

## 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 Change Management

VMware will provide the following change management elements:

- Processes and procedures to release new code versions and bug fixes.

You are responsible for:

- Management of changes to your tagging process, alert settings, dashboards and other content.
- Administration of self-service features provided through the Service Offering's system console and user portal, up to the highest permission levels granted to you.
- Changes in the data collection agents used.
- Cooperating with VMware when planned or emergency maintenance is required.

## 2.5 Data Privacy

### 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>.

## 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' experiences as more specifically described in VMware's Trust & 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, including the VMware Products and Services Notice 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.

## Data Retention and Deletion

During the Subscription Term, data transmitted to the Service Offering by you will be retained and available for querying and alerts. Data is retained for 13 months from the date and time the data was originally ingested into the Service Offering.

Following expiration or termination of the Agreement, all Content, and all personal data contained in Content, in VMware's possession will be deleted from VMware's primary database and (if applicable) back-up database, as described in the "Termination" section, below. The only exception would be if and to the extent that VMware is required by applicable law to retain any of the personal data (in which case VMware will implement reasonable measures to isolate the personal data from any further processing).

# 3. Business Operations

## 3.1 Ordering and Fees

You can purchase an entitlement to the Service Offering through 1-year, 2-year, or 3-year committed term subscriptions. Fees are based on the projected number of resources that you will monitor through the Service Offering. For purposes of this Service Description, a "resource" means a logical component that is available to a computing system such as a compute instance, database cluster, etc. There is a minimum commitment level of 100 average daily resources. The average daily resources quantity is computed as follows: Each day the hourly count of billable resources monitored per 24-hour period is recorded and the hourly average is taken (the sum of the hourly counts divided by 24) to arrive at the daily average. The daily average for each day of the month is subsequently totaled. That monthly total is then divided by the number of days in the month to arrive at the average daily resources quantity which must meet or exceed 100. If you use the Service Offering to monitor resources in excess of your committed consumption rate, you will be billed for overage charges, on a per-resource basis, at the negotiated rate. Committed fees

for the subscription term can be paid, in full, up front, or can be billed to you, monthly. Overage charges will be billed to you, monthly, in arrears.

As cloud providers release new services, the list of resources and resource types supported by the Service Offering will be expanded. However, we do not guarantee that all possible resource types will be supported by the Service Offering.

You may elect to pay applicable charges (both up-front charges and monthly overage charges) for the Service Offering through redemption of VMware's Subscription Purchasing Program (SPP) credits or Hybrid Purchasing Program (HPP) credits (collectively, "Credits").

Refer to the following websites for information on the Credit 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>.

For details on ordering, pricing and payment, please see the VMware cloud services website at <https://cloud.vmware.com>, or consult your VMware sales specialist.

## 3.2 Termination

Your Service Offering environments, configurations, and the data collected by the Service Offering specific to cloud configuration, change events, and object metadata will be deleted from our systems (including our backup systems) within 90 days after your subscription to the Service Offering ends. We retain anonymized and hashed data.

## 3.3 Free Tier Service Offering

The Service Offering includes CloudHealth Secure State Free Tier ("**Free Tier**"), a free of charge, limited scope offering available to you as part of your use of the Service Offering. The Free Tier offering includes the following feature limitations.

- Cloud resources under monitoring are limited to the ones belonging to one public cloud account
- Kubernetes resources are limited to one attached Kubernetes cluster
- Limited inventory refresh frequency (maximum once daily)
- Real-time inventory updates based on change events are not available
- Custom rules and custom frameworks are not available
- Integrations are limited to email and slack
- Reports, Projects, Remediation and third-party findings are not available
- Limited support – community forum / bug reporting

VMware will monitor Free Tier accounts for usage that may degrade the Service Offering, or that circumvents or attempts to circumvent the usage limitations. VMware may terminate a user's access to the Free Tier account for any such usage. VMware reserves the right to end the Free Tier offering any time.