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CloudHealth®

Service Description

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1. Introduction

1.1 Service Description

CloudHealth® (“CloudHealth” or the “Service Offering”) is a cloud service management platform that enables customers to visualize, optimize, and govern their cloud environments. The Service Offering collects and consolidates all of a customer’s cloud environment data in a single platform to enable the customer to efficiently optimize and govern its cloud environment. The Service Offering does this by gathering data and metadata related to the customer’s cloud-based services use. The Service Offering pulls this information into a centralized data analytics platform, and provides the customer with analysis, recommendations, and trended reporting on cost, usage, performance, and security.

The Service Offering delivers insights into the customer’s third-party hosted cloud environments (including Amazon Web Services, Microsoft Azure, Google Cloud Platform, Oracle Cloud Infrastructure, and VMware Cloud™ on AWS).

The Service Offering ingests a variety of data sources that are processed and stored as time-series metrics that can be analyzed, visualized, and alerted upon for optimization, status reporting, anomaly detection, and troubleshooting of modern cloud infrastructure.

The following editions of the Service Offering are available for purchase directly from VMware:

- **CloudHealth® Advanced** - intended for organizations that are early in their cloud management maturity journey or are continuing to grow their cloud investment. This edition provides visibility into cloud spend and optimization recommendations.
- **CloudHealth® Enterprise** - intended for organizations with a significant cloud footprint and/or that are further along in their cloud management maturity. This edition comes with the CloudHealth Advanced capabilities and additional capabilities to help organizations optimize and govern their cloud environment on a continuous basis.
- **CloudHealth® Enterprise Plus** - intended for organizations that have or are building a Cloud Center of Excellence and require capabilities to simplify financial management, streamline operations, and strengthen security and compliance. This edition includes CloudHealth® Enterprise and CloudHealth® Secure State™.

In addition, customers can purchase the following add-on service offerings which operate along with the Service Offering:

- **CloudHealth® Hybrid** - gives organizations a unified view of hybrid cloud resources to make better optimization decisions, plan successful cloud migrations, and govern usage.
- **CloudHealth® Customer Success Package** - enables customer success through an initial 90-day onboarding process, and continuing services to help drive value and adoption of the Service Offering.

The CloudHealth® Partner Platform is the edition of the Service Offering available for Telco, Solution Providers, Value Added Resellers (VARs), Systems Integrators (SIs), and Managed Services Providers (MSPs) looking to centralize customer management, streamline billing, and grow their cloud managed service business.

1.2 Technical Documentation and Training

A Quick Start guide, conceptual guides on key areas of the platform, workflow guides for navigating through key features, and FAQs are available only to logged in customers at the CloudHealth Help Center, at <https://help.cloudhealthtech.com>

Self-paced training and webinars are available to logged in customers at CloudHealth Academy. The training site is accessible from the Service Offering, at: https://apps.cloudhealthtech.com/docebo/sso_login

1.3 Legal Terms

Use of the Service Offering is subject to the Terms of Service, that can be found at the 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:

- Deploying and configuring data agents and the proxy to collect and route data into the Service Offering as needed.
- Configuring the Service Offering to gather metrics from cloud-based services (for example, Amazon Web Services) as needed.

2.2 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.

2.3 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.

2.4 Consumption Data

Your cloud usage and spend data ("Consumption Data") is used by VMware to calculate your fees and generate invoices for your use of the Service Offering. Consumption Data will also be used to provide You with additional insights into Your adoption and use of the Service Offering and your cloud services, to provide you with suggestions, to improve the Service Offering, to make pricing and packaging decisions, and for other legitimate business purposes, including without limitation for developing, enhancing, and supporting VMware products and services. Aggregated Consumption Data will be used to create benchmarks and trend reports.

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' experience, 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>.

In connection with the collection of usage data, VMware and its service providers use cookies. Detailed descriptions of the types of cookies we use can be found in the VMware Privacy Notices 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 Collection by Google Analytics

The Service Offering utilizes Google Analytics to collect data directly from any browsers used to view or receive the Service Offering. The data collected and inferred is used by VMware to diagnose and improve its products and services and to fix issues. Further information on how Google collects and uses this data when you use the Service Offering can be found at: www.google.com/policies/privacy/partners/. This data collection is made possible using cookies. Detailed descriptions of the types of cookies we use can be found in the VMware Privacy Notice, and policies linked from that Privacy Notice. More information on how to choose whether to accept certain cookies used by VMware websites and solutions can also be found from the VMware Privacy Notice. The VMware Privacy Notice can be found at: <https://www.vmware.com/help/privacy.html>. You agree to provide the information in this paragraph to all end users of the Service Offering.

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 your subscription, all of Your Content, and all personal data contained in Your 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

Billing and Usage Metering

Purchasing

You can purchase a committed term subscription of one or three years. Committed charges for the entire term, which are determined based on the pricing tier specified in your Order, are payable up front. Overage charges are payable monthly. Consult your VMware sales representative for guidance on how to purchase a subscription.

If you wish to purchase additional subscriptions, the Subscription Terms for those additional subscriptions may not be coterminous with subscriptions already purchased. Consult your VMware sales representative for details on purchasing additional subscriptions.

If you purchase add-on service offerings, fees for those add-on service offerings differ from the fees for the Service Offering. Consult your VMware sales representative for details on purchasing add-on service offerings.

You may elect to pay applicable charges (both up-front charges and monthly overage charges) for CloudHealth Advanced and CloudHealth Enterprise editions through redemption of VMware's Subscription Purchasing Program (SPP) credits ("Credits").

Refer to the following website for information on the Credit program:

- SPP Program Guide:
<https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/solutions/vmware-spp-program-guide.pdf>

Billing

Fees for the Service Offering are determined based on a customer's "Cloud Spend". For purposes of this Service Description, "Cloud Spend" mean the amount the customer pays to its third-party hosted cloud environment service providers, as reflected in the data provided by the customer to the Service Offering for analysis, less any purchases the customer makes through a supported third-party cloud service provider's marketplace. Fees for each portion of the overall CloudHealth offering are calculated as a percentage of that Cloud Spend. Based on the analysis, customers pay the fees specified in the applicable pricing tier. The applicable pricing tier can be selected by the customer, or can be determined through a trial of the Service Offering conducted by the customer and VMware. Consult your VMware sales representative for details.

For purposes of the definition and calculation of Cloud Spend, a "marketplace" is a digital, online catalog owned, operated, and managed by a third-party cloud service provider, where organizations can purchase licenses or entitlements to third-party software and/or cloud service offerings listed in the digital catalog. A "supported third-party cloud service provider" is limited to those third-party cloud service providers whose platforms or offerings are designed to interoperate with the Service Offering. To be removed from the calculation of Cloud Spend, supported third-party cloud service provider marketplace purchases must be correctly identified and isolated, by the supported third-party cloud service provider data provided by the customer to the Service Offering for analysis. As of the date of this Service Description, only licenses or entitlements to third-party software and/or cloud service offerings purchased through the online marketplaces operated by AWS and Microsoft Azure are removed from the calculation of Cloud Spend.

By way of example only:

- If you elect to purchase a subscription to the Service Offering through the AWS Marketplace, the charge related to that purchase is generated, by AWS, as an AWS Marketplace expense line item in your AWS Cost and Usage report. If, in any given month of your Subscription Term, your AWS Cost and Usage report submitted to the Service Offering for analysis identifies and isolates AWS Marketplace expense line item(s), those amounts will be removed from the calculation of Cloud Spend.

Up-front charges are based on your projected monthly Cloud Spend over the Subscription Term and as specified in the applicable pricing tier in your Order. If your actual Cloud Spend for any month does not exceed the specified pricing tier amount, there is no overage charge. However, if your actual Cloud Spend for any month exceeds that specified tier amount, you will be billed an "overage" charge for that month, based on the dollars in excess of that tier amount, at the applicable percentage rate.

By way of example only (your actual rates may differ):

- If your committed monthly Cloud Spend is \$400,000, and the applicable fee percentage is 3% of that Cloud Spend, then you would be charged \$12,000 per month for the committed subscription term. That amount (*i.e.*, the total amount of the fees based on the committed monthly Cloud Spend) is payable up front. For example, if you purchase a one-year subscription, you would be charged \$144,000, up front, which is 12 times the monthly committed fee of \$12,000.

- If your committed monthly Cloud Spend is \$400,000, but in any month during the Subscription Term, your actual monthly Cloud Spend is \$400,000 or less, then you would not accrue any overage charges. There is no refund if your actual monthly spend would have generated committed fees less than the amount estimated, and paid, up front. For example, if your committed monthly Cloud Spend is \$400,000 but your actual Cloud Spend for a particular month is \$300,000, there is no refund or credit of the fees otherwise applicable to the \$100,000 difference between the committed Cloud Spend amount and the actual Cloud Spend amount.
- If your committed monthly Cloud Spend is \$400,000, but in any month during the Subscription Term your actual Cloud Spend is more than \$400,000 (which is your committed Cloud Spend amount), then you will be charged for that “overage”. For example, if your actual Cloud Spend for any month is \$650,000 but your committed monthly Cloud Spend is \$400,000 then you will be billed at the specified percentage rate for the difference between \$400,000 and \$650,000. If your applicable percentage rate for that overage is 3%, then you would owe \$7,500 in overage fees (which is \$250,000 multiplied by 3%) for that month.

If you elect to pay for your subscription to the Service Offering through redemption of Credits,

- You must buy, up front, enough Credits to cover your (i) up-front payment for the Subscription Term, and (ii) estimated overage charges for the Subscription Term. If your actual overage charges exceed the amount represented by Credits purchased, then you must purchase additional Credits to cover those additional overage charges.
- Your Credit fund will be decremented, or charged, for your (i) up-front payment, at the beginning of your Subscription Term, and (ii) monthly, in arrears, for any accrued charges in excess of your monthly committed spend (i.e., overage charges).

Unless otherwise provided in your Order, your fees will be VMware’s published list prices.

You will be billed up front for the committed fees determined by the pricing tier applicable to your subscription for the entire Subscription Term. You will be billed monthly, in arrears, for usage of the Service Offering in excess of the committed monthly spend pricing tier applicable to your subscription. You will be billed up front for your subscription to the Customer Success Package.

If you purchase a subscription to the Service Offering directly from VMware, all payments (both initial committed spend amount and all monthly overage charges) will be made directly to VMware. If you purchase a subscription to the Service Offering through redemption of Credits, and you purchase those Credits from an authorized VMware reseller, you will pay the reseller for those Credits. If you need to purchase additional Credits to cover overage charges, you may purchase those additional Credits either directly from VMware or from your reseller; consult your VMware sales representative for guidance on any additional Credits purchase.

If you are billed in a currency other than US Dollars, your fees (which are based on your Cloud Spend) may increase or decrease periodically, due to fluctuations in foreign exchange rates. VMware applies the exchange rate published by OANDA (www.oanda.com) to your Cloud Spend, and calculates your fees based on the resulting Cloud Spend, as expressed in the applicable currency. If the applicable rate, as published by OANDA on the reference date (which is the first day of the calendar month prior to the start of each VMware fiscal quarter), changes by less than the VMware stated threshold as compared to the most recent prior reference date, then there will be no change in the rate used to calculate your fees. If the applicable rate change is equal to or greater than the VMware stated threshold, then the rate used to calculate your fees will be adjusted accordingly. We will notify you of any change at least twenty-one (21) days prior to the effective date of any change. The adjustment will apply to fees accruing as of and after the

effective date. The adjusted rate will remain in effect until the next adjustment. The adjustment will apply to all fees, both prepaid amounts and any monthly overage amounts due. VMware's foreign exchange rate details are available [here](#).

Termination

Termination of your Service Offering instance will result in permanent loss of access to the environments, discontinuation of services, and a deletion of the environments and configurations.

We will retain Your Content in our backup systems for 90 days following the effective termination date. If you wish to extract Your Content from the Service Offering (to the extent you have not already done so prior to termination of your Subscription Term), you must notify us within thirty (30) days after the effective termination date, and we will assist you in extracting Your Content from the Service Offering. You will be responsible for all fees associated with Your Content extraction. If you do not notify us within that 30-day period, Your Content will be permanently deleted and will not be recoverable.