



NOTICE: This Service Description is no longer being updated.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

VMware vRealize[®] Network Insight Cloud[™]

Updated: 29 August 2022

© 2022 VMware, Inc. All rights reserved. This product is protected by U.S. and international copyright and intellectual property laws. This product is covered by one or more patents listed at <https://www.vmware.com/download/patents.html>.

VMware is a registered trademark or trademark of VMware, Inc. in the United States and/or other jurisdictions. All other marks and names mentioned in this Service Description may be trademarks of their respective companies.

As used in this Service Description, “VMware”, “we”, or “us” means VMware, Inc., a Delaware corporation, if the billing address for your order is in the United States, or VMware International Unlimited Company, a company organized and existing under the laws of Ireland, if the billing address for your order is outside the United States. Terms not defined in this Service Description are defined in the Terms of Service or elsewhere in the Agreement.

The VMware Privacy Notices describe how personal information may be collected, used, shared or otherwise processed by VMware as a data controller. The VMware Privacy Notices are available at <https://www.vmware.com/help/privacy.html>.

VMware, Inc.
3401 Hillview Ave.
Palo Alto, CA 94304
www.vmware.com

1. Introduction

1.1 Overview

VMware vRealize® Network Insight Cloud™ (“vRealize Network Insight Cloud” or the “Service Offering”) is a network and security analysis service, purpose-built for software defined data centers, branch locations, and public clouds. The Service Offering provides comprehensive network visibility and granular understanding of traffic flows between applications to enable cloud security planning and network troubleshooting. Best practices checks, as well as intuitive user interface and search capabilities, simplify monitoring and administration of a customer’s network traffic, making it easier for cloud administrators to manage and troubleshoot cloud deployments at scale.

The Service Offering is available in three editions.

- VMware vRealize® Network Insight Cloud™
- VMware vRealize Network Insight Cloud add-on for VMware SD-WAN
- VMware vRealize® Network Insight Cloud Assurance and Verification™

The VMware vRealize Network Insight Cloud add-on for VMware SD-WAN is a version of the Service Offering available to manage a customer’s VMware SD-WAN environment.

1.2 Service Specific Terms

If you use the Service Offering with public cloud accounts, accessing network flow information may incur additional bandwidth usage and therefore result in additional expenses, which will be billed to you by your providers.

1.3 Purchase and Use Restrictions

If you have previously purchased licenses to VMware vRealize® Network Insight™ (Advanced or Enterprise edition) or to VMware NSX® Data Center Enterprise Plus (the “Existing Licenses”), which are VMware on-premises software offerings, and are current on support and maintenance for those licenses, then:

- You may purchase a three-year committed term subscription to the Service Offering to monitor the same assets as are being monitored by the Existing Licenses.
- You must not deploy or use an equivalent number of the Existing Licenses during the Subscription Term for the add-on offering, beyond a 90 (ninety) day grace period, beginning on the date when your subscription to either of the above add-on offerings is activated.
- You must consult your VMware sales specialist to ensure that you are purchasing the correct version of the Service Offering to enable the monitoring described above.

1.4 Technical Documentation

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

1.5 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 send an email to the email address specified in your request to access the Service Offering. Hyperlink(s) to activate and access the Service Offering will be provided within that email.
- VMware will ensure that the identified contact can create additional user accounts for other users, as needed.

Your responsibilities include:

- Access the activation hyperlink provided by VMware and create and configure a VMware Cloud Services Organization as needed.
- As needed, deploy and configure data collector(s) in your on-premise environment to collect and route data into the Service Offering.
- As needed, configure the Service Offering to access your account(s) with supported third-party cloud-based services (for example, Amazon Web Services).

2.2 Service Location

The Service Offering is deployed in Amazon Web Services ("AWS") data centers in multiple regions. By default, the Service Offering is hosted in an AWS region in the United States. You can request that the Service Offering be hosted in another supported AWS region by specifying that in the service access request form or contacting your VMware sales representative to make the request. Data collected or generated by the Service Offering will persist only in the AWS data center where the Service Offering is hosted.

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.

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, 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 Notices, 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.

3. Business Operations

Purchasing

Entitlements

Entitlements to the Service Offering are sold on the following basis:

- Per-CPU basis for customers who wish to use the Service Offering to manage an on-premises and VMware Cloud™ environments.
- Per-VMware SD-WAN Edge by bandwidth tier (Mbps) basis for customers who wish to use the Service Offering to monitor the VMware SD-WAN™ environment.
- Per-vCPU basis for customers who wish to use the Service Offering to manage their public cloud environments. For purposes of this Service Description, one CPU is equivalent to 18 vCPUs.
- Per Network Device, when purchasing entitlements to vRealize Network Insight Cloud Assurance and Verification, or otherwise when purchasing entitlements to vRealize Network Insight Cloud. “Network Device” means a third-party firewall, router, switch, or load balancer which is identified by an IP address.

For purposes of this Service Description, “vCPU” is defined as a single computational unit of a processor, which may be presented as one or more vCPUs, but may be named differently by public cloud vendors. For example, AWS defines vCPU as “vCPU”, but Microsoft Azure defines vCPU as “Core” or “vCPU”.

For each vRealize Network Insight Cloud subscription purchased on a per CPU basis, you may use the Service Offering to monitor one Network Device for each CPU covered by the subscription. If you wish to monitor additional Network Devices, you must purchase the appropriate number of subscriptions to VMware vRealize Network Insight Cloud Assurance and Verification.

If you purchase an entitlement to VMware vRealize Network Insight Cloud Assurance and Verification, you may use VMware vRealize Network Insight Cloud Assurance and Verification for up to the number of Network Devices for which you have paid the applicable license fees.

If you use the Service Offering to monitor your VMware by SD-WAN environment, you may only use the Service Offering in conjunction with a deployment of VMware SD-WAN and at the same bandwidth tier as that deployment. Customers who want end-to-end network visibility (across data center and branch locations) must purchase both vRealize Network Insight Cloud in addition to the vRealize Network Insight Cloud for VMware SD-WAN.

If you purchase an entitlement to the Service Offering on a per-CPU basis, you can use the Service Offering on a processor with up to thirty-two (32) physical cores. If the processor has more than thirty-two (32) physical cores, an additional entitlement is required. Work with your VMware sales representative to ensure that you have purchased a sufficient entitlement.

Subscription Term

You can consume the Service Offering on an on-demand basis, or you can purchase an entitlement to the Service Offering as a committed subscription of a specified duration.

If you elect to use the Service Offering on an on-demand basis, you will be charged based on your consumption of the Service Offering on an hourly basis; that is, on the basis of a full hour,

regardless of the actual length of time during which the Service Offering is consumed. On-demand consumption of the Service Offering is charged at the then-current on-demand rate of the Service Offering, billed monthly in arrears, and there is no minimum charge.

Billing, Invoicing

If you purchase a committed term subscription for the Service Offering, committed charges for the entire subscription term are payable in advance. You may also be liable for overage charges, as outlined below. You can purchase subscriptions to the Service Offering directly from VMware, or from an authorized VMware reseller. Consult your VMware account executive or your authorized VMware reseller for guidance on how to purchase a subscription.

See <https://cloud.vmware.com/network-insight-cloud/pricing> for the latest information on pricing for the Service Offering.

You can pay charges for the Service Offering (i) by credit card, (ii) through redemption of VMware's Subscription Purchasing Program (SPP) credits ("Credits"), or (iii) by using a purchase order (PO) and invoice process. If you elect to pay for the Service Offering through redemption of Credits, then as you use the Service Offering, your Credit fund will be decremented, or charged, for your use of the services. If you use Credits as a payment method and your Credit fund is depleted, the Credit fund may go into an "overage" state and you will need to purchase additional Credits to true up the fund's negative balance. Refer to the SPP Guide for information on the Credit program:

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

Usage Metering

For on-premises and VMware Cloud on AWS environments, all CPUs in all hosts managed by the VMware vCenter Server(s) that you have added as Data Source(s) in the Service Offering will be metered as usage of the Service Offering. You cannot specify a subset of a VMware vCenter Server environment, such as clusters(s) or folder(s) or host(s), to be managed by the Service Offering.

Overage

As noted above, in addition to committed charges for the subscription term, you may be liable for overage charges. For purposes of this Service Description, "overage" is defined as (1) disproportionate flow usage, or (2) usage of the Service Offering, during any hour, that exceeds the number of CPUs and vCPUs covered by your active committed term subscription.

Expiration of Committed Term Subscription

Committed term subscriptions do not renew at the end of the subscription term, and you will need to purchase new committed term subscription(s) to replace the committed capacity. If you continue to use the Service Offering after expiration of your committed term subscription, and you do not purchase a new committed term subscription, the Service Offering will continue to operate on an on-demand basis, and you will be charged at the then current on-demand rate for the



Service Offering until you stop using the Service Offering. Your data will be deleted within 24 hours after the end of your Subscription Term.