



Service Description

VMware vRealize[®] Network Insight Cloud[™]

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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 two editions.

VMware vRealize® Network Insight Cloud™
VMware vRealize® Network Insight Cloud Assurance and Verification™

There is also a version of the Service Offering available to manage a customer’s VMware SD-WAN environment. Consult your VMware sales representative for guidance on purchasing the appropriate version of the Service Offering.

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-premise 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.
- However, 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>

or directly at:

<https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmwarecloud-services-universal-tos.pdf>

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 Support

For assistance in identifying and resolving errors, and to answer questions related to the operational use of the Service Offering, see the VMware Cloud Service Support Policies page, at <https://www.vmware.com/support/policies/saas-support.html>.

2.4 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.

2.5 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.

2.6 Data Privacy

The Service Offering collects data directly from the machines and/or devices involved in the use of the Service Offering, such as configuration, performance, and usage data, to provide functionalities and measure usage of the Service Offering. The data may also be used 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 and policies linked from the VMware Privacy Notices. 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

Trial

VMware currently offers a 30-day free trial for the Service Offering, enabling you to access and consume full capabilities of the Service Offering. At the end of the trial period, your access to the Service Offering will be terminated unless you purchase an entitlement to the Service Offering.

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-premise and VMware Cloud™ on AWS environments.
- Per-VeloCloud Edge by bandwidth tier (MBPS) basis for customers who wish to use the Service Offering to monitor the VMware SD-WAN™ by VeloCloud® environment.
- Per-vCPU basis for customers who wish to use the Service Offering to manage their public cloud environments.
- 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 by Velocloud 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.

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 or Hybrid Purchasing Program (HPP) credits (collectively, "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 following websites for information on the Credit programs:

SPP Program Guide:

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

HPP Program Guide:

<https://www.vmware.com/files/pdf/solutions/vmware-hpp-program-guide.pdf>

Usage Metering

For on-premise 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.

Overage caused by disproportionate flow usage is determined by average usage of greater than 6,500 flows per CPU or 400 flows per vCPU over a 24-hour period. For customers that need to support a higher average than 6,500 flows per CPU or 400 flows vCPU over a 24-hour period, overage charges will apply. Overage is charged on an hourly basis at the then current on-demand rate per CPU or vCPU and is billed monthly in arrears. A flow is defined as a stream of packets, aggregated across individual sessions, with unique source IP address, destination IP address, IP

protocol, and destination UDP/TCP port. A flow can represent unidirectional or bidirectional communication.

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, 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.

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.

Cancellation

You cannot cancel or terminate your subscription prior to the expiration of the committed purchased Subscription Term. You are liable for all charges for the Subscription Term, regardless of whether you actually use the Service Offering for the entire Subscription Term.

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.