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VMware vSphere+™

Service Description

Updated as of 29 August 2022

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1. Introduction

1.1 Service Description

VMware vSphere+™ (“vSphere+” or the “Service Offering”) provides customers with a consolidated view of their VMware vSphere® estate and allows customers to centrally monitor events, alerts, resource capacity, and identify unaddressed security vulnerabilities. Customers can also update VMware vCenter Server® appliances with a single click.

The Service Offering has the following components:

- vSphere version 7.0 U3 or above installed in the customer’s on-premises environment
- vCenter Server appliance 7.0 U3a or above installed in the customer’s on-premises environment
- VMware vCenter Cloud Gateway deployed in the customer’s on-premises environment; this connects the customer’s on-premises vSphere instance and the vCenter Server appliance to the VMware Cloud Console (the “VMC Console”)
- Access to vSphere+ services, which are hosted by VMware, through the VMC console

The Service Offering includes the following cloud services:

- Inventory Service - Provides ability to register and unregister vCenter Server(s) with the Service Offering cloud services.
- Infrastructure operations - Provides the top alerts, events across registered vCenter Servers, categorizes the alerts and events based on criticality, and provides security state of the subscribed vCenters.
- VM Services - Allows users to provision the virtual machines (“VMs”) on any of the subscribed vCenters, using OVF or VM templates.
- License Management - Allows the customer to see its existing perpetual vSphere licenses and how much credit the customer will get through the subscription upgrade program.
- One-click upgrade for vCenter Server – The customer will be able to upgrade its subscribed vCenter Servers through the VMC Console, as well as running pre-checks and automatic recovery in case of failures.

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 at <https://docs.vmware.com/en/VMware-vSphere-Advantage/index.html>.

1.3 Legal Terms

Use of the Service Offering is subject to the Terms of Service, and use of the on-premises software is subject to the VMware End User License Agreement, found through links on 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 when you request it from the Service Offering's landing page accessed via the VMC Console at <https://console.cloud.vmware.com>.
- VMware will provide the applicable software download (for the software that must be deployed in your on-premises environment) to the VMware customer account for the contact that you identified in your Order.
- VMware will create a corresponding Service Offering account and send an email or other notification to the contact information you provide on the Service Offering's landing page. Subsequently, you will be able to access the Service Offering's user interface by navigating to the VMware Cloud Services console and clicking on the tile corresponding to the Service Offering.
- VMware will ensure that the identified contact can create additional user accounts for other users, as needed.

Your responsibilities include:

- Installing and registering the VMware vCenter Cloud Gateway virtual appliance in your on-premises vSphere environment where the vCenter Server(s) are running under normal circumstances.
- Registering the vCenter Server(s) with the vCenter Cloud Gateway.
- Ensuring the required network access from your on-premises infrastructure to the hosted components of the Service Offering as specified in the documentation.
- Ensuring that you are maintaining infrastructure compatibility as recommended by VMware at <https://www.vmware.com/resources/compatibility/search.php>

2.2 Support

VMware support includes all aspects of the Service Offering. This includes support for virtual machines, containers, and supported guest operating systems. In addition, VMware will provide commercially reasonable assistance with installation, configuration, and troubleshooting of supported applications, including but not limited to Microsoft, Oracle, and VMware Technology Partners. See:

https://www.vmware.com/resources/compatibility/search.php?deviceCategory=vsanps&details=1&releases=302&page=1&display_interval=10&sortColumn=Partner&sortOrder=Asc

To receive support, you must be on a supported version of the Service Offering. For supported versions, see: <https://docs.vmware.com/en/VMware-vSphere-Advantage/services/vsphere-advantage-getting-started/GUID-E64F5E6C-E4A3-411D-9787-161D24E73D04.html>

If you are not on a supported version, (i) VMware reserves the right to decline support until you are on a supported version, and (ii) VMware cannot guarantee the availability metric set forth in the Service Level Agreement nor that you will be entitled to any service credits otherwise available pursuant to the Service Level Agreement.

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:

- Alerts, tags, host, VM, network, storage and compute configurations and settings defined or managed by you and other account settings in the Service Offering administrative management console.
- Hardware, and other software products managed at the user end by user or user assigned vendor.
- 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 for hosted elements of the Service Offering.

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.
- Cooperating with VMware when planned or emergency maintenance is required.

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. You must also perform your own backup of vCenter Server(s) as required.

2.5 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>.

2.6 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 VMware's Privacy Notice, including the VMware Products and Services Notice available at <https://www.vmware.com/help/privacy.html>.

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2.7 Data Retention and Deletion

Data Retention and Deletion Retention and storage policies associated with Your Content (including any personal data stored within Your Content) are solely managed by you. VMware does not back up Your Content and therefore will not be able to recover any of Your Content in any unforeseen event. You are responsible for implementing tools, products, and operational procedures to support data migration, data protection, backup/archive, and restoration for all of Your Content and all configurations created by you, including virtual machines and content libraries. Service Operations Data and Usage Data is backed up by VMware. A storage policy enforces retention of three years and automatically purges log events that exceed the three-year lifecycle.

3. Business Operations

Billing and Usage Metering

Purchasing the Service Offering

The Service Offering is sold on a per core basis. For purposes of this Service Description, “core” is a physical core. A minimum of 16 cores must be purchased for each processor (CPU).

You can purchase an entitlement to the Service Offering as a committed term subscription of one, three, or five years. If you wish to purchase additional subscriptions, the Subscription Terms for those additional subscriptions may not be coterminous with subscriptions already purchased.

Billing

You will be billed up front, in full, for the committed term subscriptions you purchased. Additionally, you will be billed for any metered usage that exceeds the usage covered by your subscription (*i.e.*, overages). Overages are calculated on an hourly basis, based on the hourly pricing specified in your Order, and added across all hours in a month. Overages are charged on a per-core basis, and billed monthly in arrears.

Subscription Upgrade Program

If you receive your entitlement to the Service Offering through a VMware subscription upgrade program, then you must, within ninety (90) days of the purchase of the entitlement, relinquish your entitlements to any relevant vSphere perpetual licenses that were exchanged through the subscription upgrade program (the “Exchanged Licenses”). You must stop using any license keys related to those specific Exchanged Licenses, and VMware will invalidate the license keys for those Exchanged Licenses.

Expiration of Committed Subscription Term

Unless you renew or purchase a new subscription, upon expiration of a committed subscription term, if there is no other active subscription to the Service Offering associated with your account, your access to the Service Offering components will be terminated.

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.

You must file a support request and get all the logs required before the effective date of termination of your Service Offering instance if you wish to have the log data. Otherwise at the end of the subscription, cancellation, or termination, all the data will be deleted.