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Wavefront[®] by VMware[®]

Service Description

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1. Introduction

1.1 Service Description

Wavefront® by VMware® (“Wavefront” or the “Service Offering”) is a SaaS-based observability platform that handles the high-scale requirements of modern cloud-native applications. The Service Offering’s speed, scale, and flexibility help DevOps and developer teams gain instant visibility into the performance of their highly distributed services on public, private, and hybrid cloud infrastructures.

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

- Collector agents (including support for third-party collector agents) embedded in the customer application and/or infrastructure.
- Proxy agents that aggregate data streaming from the collector agents, and securely and reliably forward the telemetry data to the cloud.
- A cloud-hosted, high availability and high performance, time series database for aggregation and storage of real-time, high volume telemetry data.
- Advanced query and visualization that enables queries, displays charts, and sets alarms to understand telemetry data.

The Service Offering’s platform is directly suited to large enterprise organizations with many development and operational engineers needing real-time access to the system with enterprise-ready scale, reliability, and performance.

1.2 Technical Documentation and Training

Documents and videos outlining key concepts with usage examples, a “Getting Started” guide, and “How To” guides for key objects, are available through <https://docs.wavefront.com>. See also <https://www.vmware.com/support>.

1.3 Legal Terms

Use of the Service Offering is subject to the Terms of Service found through the link 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.
- 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 telemetry from cloud-based services (for example, Amazon Web Services) as needed.
- Monitoring your usage (Data ingestion rate (DIR) and Data Scan Rate (“DSR”)) to ensure that you are transmitting data at the desired rate. VMware is not responsible for the DIR at which you transmit your data or DSR at which you query your data. Rates above your committed data rate will result in charges for such overage.

2.2 Support

For assistance in identifying and resolving errors, and to answer questions related to the operational use of the Service Offering, support is as specified in the [VMware Software as a Service Production Support](#) policy.

Software provided at <https://github.com/wavefronthq> (the “Enabling Software”) is available to send data to or use the Service Offering, and is provided under applicable open source licensing terms. You are responsible for obtaining, installing, and maintaining the Enabling Software. VMware makes no representations or warranties nor is otherwise liable or obligated pursuant to the Agreement with respect to the Enabling Software. VMware will not provide support with respect to the Enabling Software.

2.3 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.

2.4 Monitoring

VMware will provide the following services with respect to monitoring:

- We will provide you with the ability, through the Service Offering, to view (monitor) the Data Ingestion Rate (DIR) at which you are transmitting data to be ingested by the Service Offering and analyzing (or scanning) data from the Service Offering.

You are responsible for the following services with respect to monitoring:

- You are responsible for monitoring the rate at which you are transmitting data and analyzing data and for taking corrective action to adjust the data rate at which you are, in fact, transmitting or analyzing data. VMware will not place a “cap” or a governor in the system to automatically cap or adjust the data rate at which you are transmitting data.

2.5 Incident and Problem Management

VMware will provide incident and problem management services (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 -configured assets such as proxy agents.
- Anything else not under VMware's direct control and administration.

2.6 Change Management

VMware will provide the following change management elements:

- Processes and procedures to release new code versions, bug fixes, and service packs related to 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.
- Changes in the data collection agents used.
- Cooperating with VMware when planned or emergency maintenance is required.

2.7 Data Privacy

The Service Offering collects data directly from the machines and/or devices involved in the delivery or receipt of the Service Offering, such as configuration, performance, usage and consumption data, for the purposes of improving VMware products and services, and your and your users' experiences.

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, 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.

Deletion of Personal Data

Following expiration or termination of the Agreement, all personal data contained in Content in VMware's possession will be deleted from VMware's primary database and (if applicable) back-up database, except to the extent 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).

2.8 Data Retention

During the Subscription Term, telemetry data transmitted to the Service Offering by you will be retained and available for querying and alerts:

1. Metrics - At least 18 months from the date and time the data was originally ingested into the Service Offering.
2. Distributions - At least 6 months from the date and time the data was originally ingested into the Service Offering.
3. Traces – At least 7 days from the date and time the data was originally ingested into the Service Offering.

3. Business Operations

3.1 Ordering and Invoicing

Ordering

Your initial purchase of the Service Offering – either from VMware directly or through your selected VMware authorized reseller -- establishes the default billing relationship for the particular instance of the Service Offering. That relationship applies to all transactions during the Subscription Term for that SID (Service ID). For example, if your initial order is placed through a VMware authorized reseller, then any subsequent payments, add on orders, and renewal orders related to that SID must be made through that reseller. This commercial relationship can be modified at the time of subscription renewal.

Changes to the VMware authorized reseller associated with a SID can be made at the time of subscription renewal by placing a manual renewal order (including current SID details and updates) directly with VMware or through a new VMware authorized reseller.

When you order the Service Offering, you will be required to fill out a provisioning questionnaire provided to you by VMware (via email or link to the online account configuration portal). The information you provide is required to provision the Service Offering for you. It is your responsibility to complete and return the questionnaire within ten (10) business days after submitting your Order. Your Subscription Term will begin on the date the SID has been provisioned. If you do not provide a completed questionnaire, we will provision your Order on a commercially reasonable basis.

The base Service Offering subscription is annual, for either a one-year term or a three-year term. There is a minimum monthly data rate that must be purchased.

The Service Offering licenses a minimum of 1000 Points Per Second (PPS) which will be consumed as metrics, distributions and traces.

Additional capacity, or additional services if and when available, may be purchased at the time of your initial Order or through the My VMware portal at any time during the Subscription Term. Orders for additional capacity may also be placed directly with VMware or through the same VMware authorized reseller you used for the initial purchase. Additional terms and fees may apply to such additional services. The term of those additional services, as set forth in those additional Orders, will be coterminous with the Subscription Term specified in the initial Order.

Pricing Tiers

Data (PPS) is priced according to tiers and in some cases, additional capacity may raise the Permitted Data Ingestion Rate (PDIR) into a new Pricing Tier. Additional capacity is billed using different structures, depending on whether the additional capacity is prepaid or not.

For prepaid subscriptions, we use an “Incremental Tier” billing model. This means that the committed portion of your PDIR PPS from your initial purchase continues to be billed at the Committed PPS Pricing Rate from the time of initial purchase for the duration of the initial Subscription Term. Your periodic billing rate does not change if the pricing tier changes during your initial Subscription Term. Additional PPS capacity purchased after your initial purchase will be billed at the Committed PPS Pricing Rate of the Pricing Tier corresponding to the new PDIR beginning at the time of the new transaction. If the change is made in the middle of a billing cycle, your bill will be prorated into two billing periods based on the number of days in each billing period.

- For example, assume that Pricing Tier 2 is from 11,000 to 35,000 PPS PDIR, and you are currently at 30,000. Ten days into a 30-day billing cycle, you want to add 10,000 PPS PDIR to your existing 30,000 PPS PDIR (taking it to 40,000 PPS PDIR, which is in Pricing Tier 3 for purposes of this example only). In this scenario, the 30-day billing month would be split into two billing periods, as follows: The first billing period would be 10 days and the existing 30,000 PPS would be invoiced at the Pricing Tier 2 per Committed PPS Pricing Rate prorated for one-third of the billing month (i.e., 10 days divided by 30 days). The second billing period would be 20 days and (i) the existing 30,000 PPS would be invoiced at the Pricing Tier 2 Committed PPS Pricing Rate, and (ii) the additional 10,000 PPS would be invoiced at the Pricing Tier 3 Committed PPS Pricing Rate, in both cases prorated for two-thirds of the billing month.

For non-prepaid subscriptions, we use a “Flexi Tiers” billing model. This means that, when new PPS capacity is purchased, all PDIR for subsequent Service Billing Periods (after the purchase, for the remainder of the then-current Subscription Term) is priced at the Committed PPS Pricing Rate of the Pricing Tier corresponding to the new PDIR. If the change was made in the middle of a billing cycle, your bill will be prorated into two billing periods based on the number of days in each period, as described above.

- For example, assume Pricing Tier 2 is from 11,000 to 35,000 PPS PDIR, and you are currently at 30,000. Ten days into a 30-day billing cycle, you want to add 10,000 PPS PDIR to your existing 30,000 PPS PDIR. In this scenario, the first billing period would be 10 days, and you would be charged for 30,000 PPS at the Pricing Tier 2 per PPS pricing rate prorated for one-third of the month (10 days divided by 30 days). The second billing period would be 20 days, and the entire 40,000 PPS would be billed at the Pricing Tier 3 per PPS pricing rate prorated for two-thirds of the month.

Service Offering capacity reductions must be coordinated with VMware at the time of subscription renewal, and will require a manual renewal order for the reduced Service Offering capacity. However, if the reduced capacity is less than the capacity required to sustain your then-current workloads, VMware will continue to bill you for the excess capacity at the then-current rates until you have released the excess capacity and VMware has reclaimed it. Orders for reduced capacity must be submitted to VMware at least five (5) Business days prior to the date of subscription renewal.

Invoicing

When you purchase the Service Offering directly from VMware, VMware will invoice you for all ordered services within thirty (30) business days after the beginning of each Service Billing Period (see “Metered Usage”, below). When you purchase the Service Offering through a VMware authorized reseller, the reseller will invoice you.

When you order directly from us, we will invoice you based upon the fees listed in our then-current applicable price list, or as otherwise agreed in your Order. When you order from a VMware authorized reseller, that reseller will invoice you based upon its price list or as otherwise agreed with you.

Service Billing Periods are either up front for the full subscription term (either a one-year term or a three-year term), monthly (for a one-year term), or yearly (for a three-year term).

Additional invoices will be issued for add-on and renewal Orders.

Additional invoices will also be issued for overage consumption (see “Metered Usage”, below) after each monthly Overage Billing Period during which overages occur (see “Metered Usage”, below).

3.2 Metered Usage

Overage Metering

The Service Offering includes:

Data Ingestion Rate (“DIR”) up to the purchased DIR specified on your Order (the “Permitted Data Ingestion Rate” or “PDIR”). Additional DIR, representing burst overages or overages during an Introductory Period, are also provided as described below.

and

Data Scan Rate (“DSR”) of up to the PDIR times twenty (20) (the “Permitted Data Scan Rate” or “PDSR”). Additional DSR, representing burst overages or overages during an Introductory Period, are also provided as described below.

When the Service Offering is used to ingest more data or to perform more queries during analysis, alerts, and other functions than you have purchased, an Overage occurs.

Burst overages of up to 250% of normal capacity for up to 5% of the hours in the Overage Billing Period are provided as part of the Service Offering, as detailed below:

- Effective Data Ingestion Rate (“Effective DIR”) for an Overage Billing Period is the 95th percentile hourly mean of the DIR during that Overage Billing Period.
- Effective Data Scan Rate (“Effective DSR”) for an Overage Billing Period is the 95th percentile hourly mean of the DSR during that Overage Billing Period.

The “Introductory Period” is the first three months of a new customer contract SID for a term of one year or more (but not subsequent renewals for the same customer instance, even if capacity is increased).

During the Introductory Period, “DIR Overage” is the Effective DIR in excess of 2.5 times the PDIR. After the Introductory Period, “DIR Overage” is the Effective DIR in excess of the PDIR (with no 2.5 multiplier).

- For example, if you are still in the Introductory Period and have a PDIR of 30,000, and you have used 45,000 Effective DIR, then the DIR overage is zero, because the

Effective DIR PPS is less than 75,000 (that is, 2.5 times the 30,000 PDIR). Outside the Introductory Period, the overage would have been 15,000.

During the Introductory Period, “DSR Overage” is the Effective DSR PPS in excess of 2.5 times the PDR, divided by twenty (20). After the Introductory Period, “DSR Overage” is the Effective DSR in excess of the PDSR (with no 2.5 multiplier) divided by twenty (20).

- For example, if you are still in the Introductory Period and have a PDSR of 600,000, and you have used 900,000 Effective DIR PPS, then the DSR overage is zero, because the Effective DIR PPS is less than 150,000 (that is, 2.5 times the 60,000 PDIR). Outside the Introductory Period, the overage would have been 15,000 (900,000 Effective DSR minus 600,000 PDSR, divided by 20).

The Overage Charge is based on the **greater** of (i) the DIR Overage or (ii) the DSR Overage, during the applicable period. There is no credit to your account if there is no overage; that is, you must still pay the full subscription fee for the applicable period in that case.

An Overage Charge is calculated by multiplying the Overage Charge by the Overage Pricing Rate for the relevant data type.

By way of example only, for PPS, see the below:

	Subscription (Permitted Data Ingestion Rate)	Permitted Data Scan Rate (20x PDIR)	Actual Data Ingestion Rate	Actual Data Scan Rate	Billed Overage
1.	10,000 PPS	200,000 PPS	9,000 PPS	80,000 PPS	0 (no overage; there is no credit for under-utilization)
2.	10,000 PPS	200,000 PPS	11,500 PPS (1,500 PPS in excess of contracted DIR)	80,000 PPS (20,000 PPS under the contracted DSR)	1,500 PPS (the DIR Overage)
3.	10,000 PPS	200,000 PPS	9,000 PPS (1,000 PPS under the contracted DIR)	220,000 PPS (10,000 PPS in excess of contracted DSR)	1,000 PPS (one twentieth (1/20) the excess DSR over PDIR)
4.	10,000 PPS	200,000 PPS	11,500 PPS (1,500 PPS in excess of contracted DIR)	260,000 PPS (60,000 PPS in excess of contracted DSR)	6,000 PPS (the greater of the DIR overage of 1,500 and one twentieth (1/20) of the DSR Overage of 60,000)

Overage Invoicing

Overages are invoiced in arrears on a monthly basis for each Overage Billing Period. Overages are invoiced by the same entity (VMware or your VMware authorized reseller) that invoices you for the Service Offering. Overage invoices will be issued for overage consumption after each monthly Overage Billing Period during which overages occur.

The Overage Billing Period is typically a month, but if new capacity is purchased mid-month (as described in “Ordering and Invoicing”, above), then your bill will be prorated into two billing periods based on the number of days in each period.

The Overage Pricing Rate for each billing period corresponds to the Pricing Tier of the PDIR for that period. For example, assume Pricing Tier 2 is from 11,000 to 35,000 PPS, and you are at 30,000 PPS. Ten days into a 30-day billing cycle, you added 10,000 PPS PDIR to your existing 30,000 PPS PDIR. You had an overage of 5,000 PPS Effective DIR during the first 10-day billing period, and an overage of 1,000 PPS Effective DIR during the 20-day billing period. You will be billed for 5,000 PPS at your Overage PPS Pricing Rate for Pricing Tier 2, prorated for 10 days (1/3 of the billing cycle), and billed for 1,000 PPS at your Overage PPS Pricing Rate for Pricing Tier 3 prorated for 20 days (2/3 of the billing cycle).

Proxy HA Impact on metering

Customers that opt for a highly available proxy configuration (a load balancer in front of their Wavefront proxy) may collect more distributions than expected due to the load balancer routing. Distributions are aggregated in each proxy before being sent to the Wavefront service (every minute, hour or day depending on the configuration for that distribution). If there is a load balancer between the monitored service and the proxy each data point could be sent to a different proxy and thus will create multiple distributions for the same timeframe.

For example: There are three monitored servers (server1, server2 and server 3) and there are also two proxies (proxy1 and proxy2) and there is a load balancer in front of them configured to round robin. data point1 sent at 12:00:01 is sent to proxy1 and data point2 at 12:00:10 is sent to proxy2. At 12:01:00 two distributions will be sent to Wavefront from the two proxies.

Any charting/calculations done over the collected data will be true to the full aggregation however the Wavefront service will persist and count a distribution per proxy.

3.3 Renewal

Renewal options for each SID may be selected using the My VMware administrative portal.

Auto-Renewal (the default setting)

Except as set forth in this Section 3.3, each SID will automatically renew using the then-current configuration and the existing Subscription Term duration. Unless specific SKUs and pricing are negotiated in advance of the renewal term, the SKUs and pricing from the then-current VMware price list at the time of renewal will be applied to the renewal term. You may opt out of auto-renewal by changing your renewal option setting to “Cancel” for the SID within the My VMware Portal available at: <https://my.vmware.com>. The deadline to change the renewal option is five (5) days prior to the last day of the then-current SID Subscription term.

Modify Subscription at End of Term

You can modify your subscription by changing your renewal method setting to “Modify” for the SID within the My VMware Portal available at: <https://my.vmware.com>. If you select the renewal

method “Modify”, we will contact you prior to the end of your then-current Subscription Term to discuss your renewal options. However, it is your responsibility to work with your VMware sales specialist or your VMware authorized reseller to prepare a manual renewal order for the Service Offering for the renewal term.

Selecting “Modify” as the renewal method setting allows you to modify your consumption of the Service Offering with respect to your data rate and to make changes to your reseller relationship, if applicable, by (i) changing your setting for the SID within the My VMware Portal available at <https://my.vmware.com> and (ii) processing a manual renewal purchase, including the SID number. If you purchase the Service Offering through a VMware authorized reseller, a manual renewal is the only time you may elect a change in your reseller relationship for that specific SID.

If you do not make any changes to your current SID profile and/or you do not issue a renewal purchase order to VMware or to your VMware authorized reseller by five business days prior to the last day of the then-current Subscription Term, then your existing SID will automatically renew.

3.4 Suspension and Re-Enablement

While a SID is suspended by VMware for delinquent payment or any other reason as set forth in the Terms of Service, VMware will restrict access to all SIDs. VMware will retain SIDs with configurations and data intact until the issue is resolved or the subscription expires or is terminated.

SID re-enablement will be initiated promptly upon resolution of the issues that led to suspension; access to the Service Offering and traffic across IP addresses will be restored.

Suspension (when access to SIDs is restricted) does not suspend your financial obligations, nor does it extend the end date of the Subscription Term.

3.5 Termination

Termination of a SID for any reason will result in permanent loss of access to the Service Offering, and a deletion of all telemetry data. Data from a terminated SID will be deleted within 90 days of the termination date of the SID. VMware may retain any anonymized or hashed data.

Terminate at End of Subscription Term

You can terminate your existing SID subscription by changing your setting for the SID to “Cancel” within the My VMware Portal (available at <https://my.vmware.com>). When the Cancel option is set, then your access to the Service Offering will expire at the end of the SID’s Subscription Term. The deadline to select the termination option is thirty (30) days prior to the last day of the then-current Subscription Term for the SID.

Appendix A – Definitions

“Committed PPS Pricing Rate” represents the rate you are billed at per PDIR PPS. The Committed PPS Pricing Rate may vary based on the Pricing Tier as set forth on VMware’s pricing materials.

“Data Ingestion Rate (DIR)” is the rate in data points per second at which data is ingested into the Service Offering; see section 3.1 of this Service Description.

“Data Scan Rate (DSR)” is the rate in data points per second (PPS) at which data points are scanned by the Service Offering when performing queries during analysis, alerts, etc.; see section 3.1 of this Service Description.

“Enabling Software” is the software provided at <https://github.com/wavefronthq>; see section 2.2 of this Service Description.

“Overage Billing Period” is the period for which you are billed for DIR Overages or DSR Overages. This is typically monthly except in cases where its prorated due to changes to PDIR during a particular Service Billing Period. Overage Billing Periods can vary in length slightly because they are based on a particular day of the month, and calendar month lengths vary.

“Overage PPS Pricing Rate” is the rate you are billed at per Overage PPS. The Overage PPS Pricing rate may vary based on the Pricing Tier as set forth on VMware’s pricing materials.

“Permitted Data Ingestion Rate (PDIR)” is the purchased PPS specified in your Order; see section 3.2 of this Service Description.

“Permitted Data Scan Rate (PDSR)” is the greater of (1) 100,000 or (2) the PDIR multiplied by twenty (20); as described in section 3.2 of this Service Description.

“Points Per Second (PPS)” is telemetry data points per second; see section 3.1 of this Service Description. Telemetry data can be metrics, distributions and traces. Each type of telemetry data has a different PPS price. As an example, 1 metric per second could cost 1 PPS while 1 distribution per second could cost 20 PPS.

“Pricing Tier” is the pricing tier corresponding to a committed PDIR PPS capacity, as set forth on VMware’s pricing materials. The Pricing Tier is based just on the number of committed PDIR, and not on overage PPS. However, the Pricing Tier impacts both the Committed PPS Pricing Rate and the Overage PPS Pricing Rate.

- For example, assume that Pricing Tier 2 is from 11,000 to 35,000 PPS PDIR and Tier 3 is for 35,000 PPS or above. Any Committed PDIR between 11,000 and 35,000 would be in Pricing Tier 2, and as long as the Committed PDIR is in Tier 2, there is no overage PPS value that will move the Pricing Tier to Tier 3. However, both the Committed PPS Pricing Rate and the Overage PPS pricing Rate are set based on which tier the Committed PDIR is in, so if your PDIR moves up to 40,000, both the Committed PPS Pricing Rate and the Overage PPS Pricing rate would enter a new tier.

“Service Billing Period” is the period for which you are billed for use of the Service Offering. The first Service Billing Period begins on the provisioning of your SID. Service Billing Periods are either up front for the full subscription term (either a one-year term or a three-year term), monthly (for a one-year term), or yearly (for a three-year term). Overages may be billed on a different schedule than the Service Billing Period.

“Support” is the service delivered by VMware as set forth in the [VMware Software as a Service Production Support](#) policy.