



NOTICE: This Service Description is no longer being updated.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>

VMware NSX® Advanced Load Balancer™

Service Description

Updated as of 29 August 2022

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1. Introduction

VMware NSX® Advanced Load Balancer™ (the “Service Offering”) provides multi-cloud load balancing, web application firewall, application analytics, and container ingress services from the data center to the cloud with enhanced operations delivered through SaaS. NSX Advanced Load Balancer can be deployed in a customer’s own environment and/or consumed as a hosted service.

The Service Offering has four main components:

1. Software Data Plane (VMware NSX® Advanced Load Balancer Service Engines) - provide the data plane functionality for local and global load balancing, application security, container ingress services, IPAM and DNS
2. Software Control Plane (VMware NSX® Advanced Load Balancer Controller™) – responsible for placement of the Service Engines (load balancing data plane entities), elasticity, scale, automation, analytics, and resiliency
3. Cloud Services (VMware NSX Advanced Load Balancer cloud services) - enables value added operational capabilities to the VMware NSX Advanced Load Balancer deployments delivered through the cloud services portal. Three distinct capabilities are available as of the date of this Service Description:
 - a. Central Licensing: Enables zero-touch capacity management and cloud bursting for globally distributed NSX Advanced Load Balancer deployments. This is a mandatory service and is enabled by default.
 - b. Live Security Threat Intelligence: Provides multiple live security feeds for example WAF, BOT, IP Reputation, etc., to distributed, disparate environments to protect applications against threats that evolve in real-time. This is an optional service and requires customers to opt-in to use.
 - c. Proactive Support: Enables a zero-touch support experience by monitoring NSX Advanced Load Balancer deployments and creating VMware support cases automatically upon detecting issues. This is an optional service and requires customers to opt-in to use.
4. Hosted Controller Service (VMware NSX Advanced Load Balancer Hosted Controller Service) – allows customers to use the Software Control Plane (NSX Advanced Load Balancer Controller) hosted and managed by VMware. This is an optional service included with the Service Offering, and requires customers to opt-in to use the service.

You may use your NSX Advanced Load Balancer cloud service entitlements with earlier versions of the on-premises version of NSX Advanced Load Balancer, provided that your total deployment does not exceed what you have purchased. If you request, we will provide you with license keys that may be used with those earlier versions of the on-premises version of NSX Advanced Load Balancer. The license keys will not unlock any features or functionality that are only available in later versions of the offering. To use NSX Advanced Load Balancer cloud service entitlements with the on-premises version of NSX Advanced Load Balancer, the on-premises software version must be 21.1.3 or higher.

Technical Documentation and Training

A getting started guide, data sheet, release notes, and FAQ documents are available at https://docs.vmware.com/en/VMware-NSX-Advanced-Load-Balancer/21.1.3/Cloud_Service/GUID-378BADF6-832B-4165-A25D-18EEB6EF91AC.html. Release Notes are available at <https://avinetworks.com/docs/21.1/release-notes/>.

Legal Terms

Use of the Service Offering is subject to the standard VMware cloud service offering 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. A hyperlink to activate and access the Service Offering will be provided within that email.
- Upon request, VMware will provide the NSX Advanced Load Balancer Hosted Controller service for you.

Your responsibilities include:

- Access the activation hyperlink provided by VMware to create and configure a VMware Cloud Services Organization as needed, and register the NSX Advanced Load Balancer Controller to the NSX Advanced Load Balancer cloud services portal.
- 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.
- Optionally, deploy and configure the NSX Advanced Load Balancer Controller.

2.2 Service Location

The NSX Advanced Load Balancer cloud services are deployed in Amazon Web Services ("AWS") data centers in multiple regions. By default, these services are hosted in an AWS region in the United States. You can request the cloud services to be hosted in another supported AWS region by contacting your VMware Account Executive. Data collected or generated by these services will persist only in the AWS data center where the services are hosted.

The NSX Advanced Load Balancer Hosted Controller Service is deployed in Google Cloud Platform (“GCP”) data centers in multiple regions. By default, this service is hosted in an GCP region in the United States. You can request this service to be hosted in another supported GCP region by contacting your VMware Account Executive. Data collected or generated by this service will persist only in the GCP data center where the service is hosted.

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.

We will provide the following backup and restore services:

- Configuration data on the NSX Advanced Load Balancer Hosted Controller Service.

You are responsible for the backup and restoration of the following:

- Configuration data on NSX Advanced Load Balancer Controller deployed in your environment.

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, 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, such as NSX Advanced Load Balancer Service Engines.

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 Service Operations Data

In connection with providing the Service Offering, the NSX Advanced Load Balancer cloud services platform collects and processes information (such as system health of the Service

Offering components) from NSX Advanced Load Balancer Controllers that are used with the Service Offering. This information is processed to facilitate delivery of the Service Offering, including but not limited to (i) facilitating capacity, (ii) monitoring and ensuring the performance, integrity, and stability of the Service Offering, and (iii) preventing or addressing service or technical issues. The Service Offering does not collect any data that is considered personal data under applicable data protection laws. All data that is collected 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>.

2.7 Usage Data

The following cloud services within the Service Offering collect data as follows:

- Central Licensing: Collects data restricted to capacity usage only from the registered NSX Advanced Load Balancer Controllers, required to facilitate centralized capacity pooling.
- Live Security Threat Intelligence: Does not collect any usage data
- Proactive Support: Does not collect any usage data

The NSX Advanced Load Balancer Hosted Control Service, as part of the Service Offering, hosts data (such as configuration, performance, and usage data) directly on VMware's software hosting this service, 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>.

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 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.

2.8 Data Retention and Deletion

During the subscription term, content will be backed up every day and stored encrypted with the retention policy of one daily backup for the most recent 60 days.

Following expiration or termination of your subscription, all of Your Content, and all personal data contained in Your Content, will be deleted from VMware's primary database and (if applicable) back-up database in accordance with the applicable VMware retention schedule(s), unless: (i) 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), or (ii) VMware is otherwise permitted to retain the data in accordance with the Agreement.

3. Business Operations

Purchasing the Service Offering

The Service Offering is sold per Service Unit. For purposes of this Service Description, "Service Unit" means a measure of data plane and control plane processing for the NSX Advanced Load Balancer software.

- For data plane processing, a Service Unit will be same as a Service Core. In addition, each Service Core will include 5 WAF PSM rules and 50 million Bot requests per year at no additional cost (i.e., each 12 months of the Subscription Term).
- For control plane processing, a Service Unit will allow for a fixed set of WAF PSM rules or fixed BOT requests.

To use more WAF rules or BOT requests beyond the ones that are already included, additional Service Units must be purchased.

One Service Unit equals:

- 1 Service Core (includes 5 free WAF PSM rules and 50 million BOT requests), or
- 50 WAF PSM rules, or
- 500 million BOT requests

Your entitlement to the Service Offering is purchased as 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. Consult your VMware sales representative for guidance on how to purchase a subscription.

Committed term subscriptions will not automatically renew at the end of the purchased subscription term, and you will need to purchase new committed term subscription(s). Consult your VMware sales representative for guidance on how to renew your subscription.

If you wish to purchase additional subscriptions during a Subscription Term, the Subscription Terms for those additional subscriptions will be coterminous with subscriptions already purchased. Consult your VMware sales representative for details on purchasing additional subscriptions.

You may elect to pay applicable charges (both up-front charges and monthly overage charges) for the Service Offering (when available) through redemption of VMware's Subscription Purchasing Program (SPP) credits.

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

SPP Program Guide:

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

Subscription Upgrade Program

If you receive your entitlement to the Service Offering through the Subscription Upgrade Program for NSX Advanced Load Balancer, you agree to relinquish your entitlements to any corresponding NSX Advanced Load Balancer perpetual licenses (the "Software"), and to complete your migration to the Service Offering, within 90 days after the effective date of the relevant agreement pursuant to which you purchased your entitlement to the Service Offering (e.g., an Enterprise License Agreement ("ELA"), or an amendment to an ELA, etc.). Failure to complete your migration within 90 days will result in VMware ceasing support of your on-premises environment, and you will have no further access to upgrade and installer files. After you have completed your migration to the Service Offering, you must not use any license keys related to the perpetual licenses, and VMware will invalidate those keys. You are not required to uninstall any Software if you convert your existing NSX Advanced Load Balancer perpetual licenses deployment to NSX Advanced Load Balancer with Cloud Service entitlements by registering the NSX Advanced Load Balancer deployment with NSX Advanced Load Balancer Cloud Services, and managing licenses through the Central Licensing service provided by NSX Advanced Load Balancer Cloud Services, which

must be done within 90 days after purchase of your entitlement, as provided above in this section.

Termination

At the end of the Subscription Term, if you do not purchase a new subscription to the Service Offering, the following will occur:

- Existing deployed operational load balanced applications continue to operate.
- Ability to use the software control plane within its existing configuration does not expire.
- NSX Advanced Load Balancer Controller does not automatically disable the previously enabled configuration.
- NSX Advanced Load Balancer Controller will prevent creation of any new load balanced applications or Software Data Plane instances.
- Support for the Service Offering will cease.
- Access to all services delivered through VMware NSX Advanced Load Balancer Cloud Services will cease.

We will make Your Content available for your export for a period of 60 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 Content extraction.