



Service Description

VMware Workspace ONE®

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1. Introduction

VMware Workspace ONE® (the “Service Offering”) is a platform made up of a set of cloud services designed to simply and securely deliver and manage any application on any device. Depending on the edition purchased, the Service Offering may consist of VMware Workspace ONE® UEM for device management, an access policy and identity management service powered by Workspace ONE® Access™ (previously known as VMware Identity Manager), and several sub-service components. See the Workspace ONE edition comparison guides, at the URLs listed below, for descriptions of the features of the various editions of the Service Offering:

<https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/products/workspace-one/vmw-workspace-one-edition-comparison-guide.pdf>

<https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/products/workspace-one/workspace-one-editions-comparison.pdf>

1.1 Service Portals

The Service Offering may include access to the following end-user or service consoles:

- **Workspace ONE My Apps Portal** provides access to applications and data. Users can single sign-on (SSO) to software as a service (SaaS) and web applications, request access to applications, and customize their portal.
- **Workspace ONE Access Console** provides organization administrators the ability to brand the portal, generate reports and audit logs, configure applications and manage access policies, directory sync and authorization configuration.
- **AirWatch Self-Service Portal** provides access to manage devices and personal file data.
- **Workspace ONE UEM Admin Console** provides access to manage users and devices.
- **Workspace ONE Cloud Admin Hub** provides an administrative platform, connecting together end-user computing (EUC) services to manage and deliver the digital workspace. It also provides Workspace ONE Intelligence features such as integrated insights, app analytics and powerful automation that improve user experience, and strengthen security and compliance across your entire workspace.
- **Horizon Cloud Administrator Console** for the ability to manage virtual applications and desktops.

1.2 On-Premises Components

Depending on the edition, the Service Offering may include access to certain VMware Unified Access Gateway™ components which may need to be installed in your on-premises environment. You will also have access to the VMware Enterprise Systems Connector™.

1.3 Additional Information and Applicable Legal Terms

For purposes of this Service Description:

“**Active User**” means your employee, contractor, or Third-Party Agent who has used/is using the Service Offering during the Subscription Term.

“**Device**” means any client hardware that enables installing and running of the Service Offering on that client hardware.

“**Enrolled**” means any client hardware that has the Service Offering installed and running during the Subscription Term.

“**Named User**” means your employee, contractor, or Third-Party Agent who has been identified and authorized by you to use the Service Offering in accordance with the Agreement.

“**Third-Party Agent**” means a third party delivering information technology services to you pursuant to a written contract with you.

You may use the Service Offering for up to the number of Named Users or Devices for which you have paid the applicable fees.

Per Named User Entitlements

If you have purchased entitlements to the Service Offering on a per-Named User basis, the Service Offering can be used on up to five (5) Devices for each Named User. Each user may also access the Service Offering using web-only access, which will not constitute use of a Device by that user. If you have purchased entitlements to the VMware Workspace Security™ offerings on a per-Named User basis, those entitlements can only be used on an endpoint device that is assigned to a named user. Per-Named User entitlements cannot be deployed to servers. For more information please see the VMware Carbon Black Cloud™ offering Service Description at:

<https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/support/vmw-carbon-black-cloud-service-description.pdf>.

Per Device Entitlements

If you have purchased entitlements to the Service Offering on a per-Device basis:

- You cannot use the Service Offering to access the Workspace ONE web-based portal from an unmanaged Device;
- The Service Offering can only be used with Devices being managed by Workspace ONE; and
- Each entitlement allows for management of one Device.

Your subscription to the Service Offering includes an entitlement to use the Workspace ONE Access service. You may use this entitlement to Workspace ONE Access only with the Service Offering.

You acknowledge that the Service Offering includes VMware Workspace ONE® Verify, VMware’s multi-factor authentication solution included in Workspace ONE Access that is powered by a third-party service provider. If you opt to use Workspace ONE Verify, VMware, its affiliates and its third-party service provider will have access to your personal information, including the name, phone number and email address of individual users. VMware, its affiliates and service provider will use the personal information collected through Workspace ONE Verify to provide the multi-factor authentication service.

Information collected by VMware may be transferred, stored and processed by VMware in the United States or in any other country where VMware or its affiliates or its service providers maintain facilities.

Each edition of the Service Offering includes entitlements to use different functionality and inclusions. For your selected edition of the Service Offering, you may only use the functionality

for that edition, as specified in the Workspace ONE edition comparison guide referenced above.

When a Device communicates with the Service Offering console, it results in transmission of data to and from the Device. That transmission may result in additional charges from your carrier or service provider. VMWARE DISCLAIMS ANY LIABILITY FOR, AND IS NOT RESPONSIBLE FOR, ANY CARRIER OR INTERNET SERVICE PROVIDER DATA COSTS OR CHARGES YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THE SERVICE OFFERING.

Technical Documentation and Training

Documents outlining Key Concepts with usage examples, a “Getting Started” guide, and “How To” guides for key features are available at <https://docs.vmware.com/en/VMware-Workspace-ONE/index.html>.

Legal Terms

Use of the Service Offering is subject to the VMware Cloud Service Offerings Terms of Service (“Terms of Service”) available through a link at the main 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/vmware-cloud-services-universal-tos.pdf>

If you have migrated or converted from a VMware AirWatch® product to Workspace ONE (whether as part of a VMware migration offering, purchase of support and subscription services for Workspace ONE, or receipt of a Workspace ONE product entitlement from VMware), your use of Workspace ONE (including the applicable Workspace ONE UEM functionality you already use) is subject to the Terms of Service, and any legacy terms governing the Workspace ONE UEM functionality will no longer apply.

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 the machines and/or Devices involved in the use of the Service Offering, for the purposes of improving VMware products and services, and your and your user’s experiences, 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 Notice, 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 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 be found from that link.

2. Service Operations

The following sections outline VMware's roles and responsibilities in the delivery of 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 provided with the Service Offering or are assumed to be your responsibility.

2.1 Support

VMware will provide support for problems that you report, as well as selected additional services to assist with adoption of, and related to, the Service Offering. Support may be provided in any country in which VMware or its providers maintain facilities. To the extent you provide Content (as defined in the Terms of Service) in connection with support requests, VMware will handle Content in any such country in accordance with the Terms of Service.

2.2 Service Provisioning

VMware will provide the following provisioning services:

- Creating service “tenants” for your organization in the Service Offering with default authentication and authorization policies for you to log on to the service.
- Creating the initial administrative user account in the administrator console using default administrator privileges and system preferences.
- Make available the on-premise components entitled as part of the Service Offering.

You will be responsible for the following provisioning services:

- Installing the VMware Enterprise Systems Connector™ and any other on-premise components entitled as part of the Service Offering in your on-premise environment and configuring it with the Service Offering.
- Connecting the services to your directories to get users and groups in the services you are provisioning, and setting the basic configuration of the services you wish to provision.
- Creating any applications required for the provisioned services.
- Entitling end user access to the provisioned apps and services.

2.3 Monitoring

VMware will provide the following services with respect to monitoring:

- Monitor availability of the Service Offering.

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

- Monitoring availability of the on-premises components made available with your entitlement and installed as part of the service.

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:

- Availability of the Service Offering.

Status of the services can be viewed from the status page - <https://status.workspaceone.com/>

You are responsible for incident and problem management (e.g., detection, severity classification, recording, escalation, and return to service) pertaining to:

- The Enterprise Systems Connector and any other products you have installed and integrated with the Enterprise Systems Connector in your on-premises environment.
- Any other on-premises components installed and entitled as part of the Service Offering.

2.5 Change Management

VMware will provide the following change management services:

- Processes and procedures to maintain the health and availability of the Service Offering.
- Processes and procedures to release new code versions, hot fixes, and service packs related to the Service Offering and the Enterprise Systems Connector.

You are responsible for:

- Installing and upgrading to new releases of on-premises components entitled as part of the Service Offering for new features and bug fixes.
- Administration of the features in the services that are provided to you.

2.6 Security

The end-to-end security of the Service Offering is shared between VMware and you. VMware will provide security for the aspects of the Service Offering over which it has sole physical, logical, and administrative level control. You are responsible for the aspects of the Service Offering over which you have administrative level access or control. The primary areas of responsibility between VMware and you are outlined below.

VMware will use commercially reasonable efforts to provide:

- **Information Security:** VMware will protect the information systems used to deliver the Service Offering over which it has sole administrative level control.

- **Network Security:** VMware will protect the networks containing its information systems up to the point where you have some control, permission, or access to modify your networks.
- **Security Monitoring:** VMware will monitor for security events involving the underlying infrastructure servers, storage, networks, and information systems used in the delivery of the Service Offering over which it has sole administrative level control. This responsibility stops at any point where you have some control, permission, or access to modify an aspect of the Service Offering.
- **Patching and Vulnerability Management:** VMware will maintain the systems it uses to deliver the Service Offering, including the application of patches it deems critical for the target systems. VMware will perform routine vulnerability scans to surface critical risk areas for the systems it uses to deliver the Service Offering. Critical vulnerabilities will be addressed in a timely manner.

You are responsible for addressing the following:

- **Information Security:** You are responsible for ensuring adequate protection of the information systems, data, content or applications that you deploy and/or access with the Service Offering. This includes, but is not limited to, any level of patching, security fixes, data encryption, access controls, roles and permissions granted to your internal, external, or third party users, etc.
- **Network Security:** You are responsible for the security of the networks over which you have administrative level control. This includes, but is not limited to, maintaining effective firewall rules, exposing communication ports that are only necessary to conduct business, locking down promiscuous access, etc.
- **Security Monitoring:** You are responsible for the detection, classification, and remediation of all security events that are isolated with your Service Offering account, associated with virtual machines, operating systems, applications, data or content surfaced through vulnerability scanning tools, or required for a compliance or certification program in which you are required to participate, and which are not serviced under another VMware security program.

Security Updates and Maintenance

Some updates to the Service Offering may be required for security or stability reasons, including for issues that may affect all customers of the Service Offering. In most cases, a customer (including customers who have enrolled in the managed hosting service, discussed below) will be given a minimum of five business days' notice for production updates, three business days' notice for trials, and one business day notice for UAT, in advance of the update. However, critical security vulnerabilities updates may be implemented by VMware with no advance notice.

2.7 Hosting Services

Managed Hosting Service

The Workspace ONE managed hosting service is designed to provide the functionality of the Workspace ONE cloud service offering but allows the customer to control its own upgrade cadence for major version upgrades of Workspace ONE UEM.

The Workspace ONE managed hosting service can be purchased by eligible customers. For the managed hosting service, you can specify the data center region where your environment will be

hosted, based on the then-current list of available data center locations. If you move your Service Offering instance from one data center to another, you may be required to re-enroll your Devices. With the managed hosting service (but not with the shared environment hosting service), you can schedule timing of software updates to the environment based on a list of available time slots. Managed hosting customers may delay or forego upgrades (subject to the remaining portions of this Section 2.7), but support is limited to supported versions of the Workspace ONE UEM service, as specified in the then-current VMware product lifecycle matrix, found at:

<https://lifecycle.vmware.com/>

VMware requires customers to be on supported versions of Workspace ONE UEM to maintain the functional integrity and security posture of the SaaS platform; supported versions of Workspace ONE UEM are eligible to get critical security and application updates on an on-going basis.

Managed hosting customers will receive notifications 60 days and 30 days prior to a version of the Service Offering going out of support and will be requested to schedule an upgrade to a supported version. Customers who have not scheduled updates to remain compliant with the VMware product lifecycle matrix (found at <https://lifecycle.vmware.com/>) will be directed to upgrade before receiving further support from VMware. VMware reserves the right to schedule an upgrade for a managed hosting customer that is on an unsupported version, and the right to proceed with the upgrade of the customer's environment to a supported version if the customer does not comply with the requirement to schedule the upgrade.

Managed hosting customers are also subject to VMware's processes regarding critical security upgrades, which may be implemented with minimal or no advance notice, as more particularly described above in Section 2.6.

Perpetual + Hosting

Customers that purchased perpetual licenses of the on-premises Workspace ONE Standard and Workspace ONE Advanced software offerings (the "Software") prior to January 2018 and that also purchased an entitlement to hosting those perpetual licenses prior to January 2018 would have been eligible to elect either a shared hosting environment or a managed hosting service, as described above, allowing the customer to use the Software in a production environment via Internet-based consoles. These services are included here, for clarity, and are not available to customers who do not meet eligibility parameters (i.e., purchasing both perpetual license and a hosting entitlement prior to January 2018). A customer enrolled in shared environment hosting or managed service hosting cannot migrate from one environment to the other during a Subscription Term. If a customer wants to change its hosting service entitlement, it must contact its VMware sales representative to determine available migration options. VMware does not guarantee that migration will be possible.

Eligible Workspace ONE perpetual license customers (as described above) may choose to operate one or more components of Workspace ONE in their on-premises environment, with the remaining Workspace ONE functionality operating in the Workspace ONE hosted environment. However, customers may not mix on-premises installation and VMware hosting services for the same component of Workspace ONE; for example, all instances of the Workspace ONE UEM console must be all on-premises or all in the VMware hosted environment. You must not use the Software, through the Service Offering, in a way that exceeds your license entitlements (e.g., user/device limitations, applicable third-party terms, etc.) as set forth your Order, and as set forth in the EULA and the VMware Product Guide. If there is a conflict between the (i) Terms of Service, on the one hand and (ii) the EULA and the VMware Product Guide, on the other hand, then the

Terms of Service will control with respect to the Service Offering. You can access the VMware Product Guide from the main VMware end user terms landing page, at: <https://www.vmware.com/download/eula.html>.

Standard VMware support and subscription services (“SnS”) must be purchased for each Workspace ONE perpetual license that is hosted. SnS must be kept current at all times during your hosting service subscription term. The provisions of the VMware End User License Agreement, and the VMware Product Guide continue to apply to the perpetual licenses (e.g., user/device limitations, etc.).

Hosting Services – Latest Mode

Customers that purchased a “Latest mode” license as part of our Subscription Upgrade Program will forego the ability to control updates and will be upgraded to the latest version as per our standard hosted offering.

2.8 VMware Workspace ONE® Intelligence™

VMware Workspace ONE® Intelligence™ is included the Workspace ONE Enterprise and the Workspace ONE Enterprise for VDI editions, and is available as an add-on offering to customers that have purchased the Workspace ONE Standard or Workspace ONE Advanced editions, for both Named User and Device entitlements.

Workspace ONE Intelligence manages a customer’s Devices, and aggregates and analyzes data from the Devices. Workspace ONE Intelligence has the following features:

- **Dashboards** to give the customer visibility into its entire workspace, and the ability to create custom dashboards.
- **Automation** to automate processes across the customer’s environment by defining rules that take actions based on a rich set of parameters and to create policies that take automated remediation actions based on context.
- **Reporting** (through the custom reports functionality), to provide the customer with secure access to its data, and the ability to create, schedule and download custom reports.

Workspace ONE Intelligence collects data directly from the mobile apps and/or Devices using the Service Offering, such as configuration, performance, usage and consumption data, to provide the Service Offering. 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 Notice, found at <https://www.vmware.com/help/privacy.html>.

VMware collects data regarding use of the Service Offering (“Customer Data”) and of the customer applications (“App User Data”). VMware has the right to use, reproduce, and distribute Customer Data and App User Data when it is aggregated with other information and not specifically identifiable to you or to any app user to publish reports (either for the general public or VMware customers) on various metrics of interest, for particular industry sectors, or otherwise. VMware also has the right to use the Customer Data and App User Data for data analysis, benchmarking, and machine learning to run models so VMware can derive insights and add intelligence to automation functionality (e.g., anomaly detection, forecasting, or predicting future data, as well as recommending possible corrective actions).

In connection with your use of Workspace ONE Intelligence, you may elect to integrate and use an offering from a partner in the VMware Workspace ONE® Trust Network (each a “TN Partner”). If you elect to use a solution provided by a TN Partner (a “TN Solution”) in combination with

Workspace ONE Intelligence, data collected by the TN Solution (“TN Solution Data”) will be sent to Workspace ONE Intelligence to provide the Workspace ONE Intelligence offering. VMware may use any TN Solution Data to improve our products and services, and other purposes as set forth in the Terms of Service. The TN Solution is considered Third-Party Content under the Terms of Service, and any data transferred between the TN Partner and VMware will be governed by each party’s respective agreement with you.

2.9 Hub Services

Hub Services is a set of services provided by Workspace ONE Access that adds functionality to Workspace ONE. Hub Services provides a customer’s users with a single destination to access the customer’s corporate resources. Hub Services includes the Workspace ONE applications catalog, notifications, and people search features. Any customer that has purchased an entitlement to Workspace ONE, either as an on-premises software offering or as a cloud service offering, can use Hub Services. Customers who have purchased an entitlement to the Workspace ONE cloud service offering can utilize

Hub Services through their existing Workspace ONE Access tenant. Hub Services is included in all editions of the Workspace ONE cloud service offering.

2.10 Workspace ONE Assist

The VMware Workspace ONE® Assist™ is an add-on offering that enables IT and help desk staff to remotely access and troubleshoot a covered Device, in real time, to support productivity. Workspace ONE Assist gives you the ability to accept, pause, and end a remote session at any time, for enhanced privacy. A separate agent is required to be installed on a covered Device, by Workspace ONE UEM on the Android, Windows 10, MacOS, and Windows CE operating systems. The capabilities are embedded in the Workspace ONE Intelligent Hub application on iOS.

2.11 Mobile Flows

The VMware Workspace ONE® mobile flows feature is included in Workspace ONE Enterprise and Enterprise for VDI editions (the hosted offerings, not in the Workspace ONE on-premises offering), as well as in the Workspace ONE Intelligence add-on.

Workspace ONE mobile flows helps employees perform tasks across multiple business back-end systems from a single app (like VMware Workspace ONE® Intelligent Hub), eliminating the need for end users to visit multiple websites or apps while performing business tasks. For example, an employee who receives approval requests from Concur in Workspace ONE Intelligent Hub, can approve/deny them directly from Workspace ONE Intelligent Hub without having to go to the Concur application.

2.12 Workspace Security

The VMware Workspace Security™ offerings include VMware Carbon Black Cloud™ platform functionality in combination with VMware Workspace ONE® and VMware Horizon® Service capabilities. For details on the VMware Carbon Black Cloud offering, see the Service Description at:

<https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/support/vmw-carbon-black-cloud-service-description.pdf>.

The Service Description for the VMware Horizon Service can be found at:

<https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmw-horizon-service-description.pdf>

2.13 VMware Horizon for Application Virtualization

Workspace ONE Enterprise includes an entitlement for VMware Horizon Cloud for application virtualization. The Service Description for the VMware Horizon Service can be found at:

<https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmw-horizon-service-description.pdf>

2.14 VMware Advanced Monitoring powered by ControlUp (Optional Add-On)

VMware Advanced Monitoring powered by ControlUp (“VMware Advanced Monitoring”) is a third-party solution that delivers a real-time monitoring and visualization engine for VMware Horizon that allows customers to have a unified console for monitoring, triggers and alerts, troubleshooting, and automation for their Horizon deployment. VMware Advanced Monitoring allows customers to monitor their entire VMware Horizon environment, detect anomalies, and proactively solve issues across their deployment. VMware Advanced Monitoring has an analytics engine that provides insights and reporting on the data that is collected from the customer’s environment. VMware Advanced Monitoring is hosted by ControlUp, Inc., from its data centers. VMware Advanced Monitoring can be purchased as an add-on for Workspace ONE Enterprise and Workspace ONE Enterprise for VDI.

VMware Advanced Monitoring entitlements can be purchased for terms of one month, or for one, two, or three years, for a separate fee. The fee is based on the number of Seats purchased, and is payable monthly, annually, or prepaid. You must purchase an equivalent number of Seats for VMware Advanced Monitoring as you have purchased for the applicable Workspace ONE service.

VMware will provide support for the VMware Advanced Monitoring offering. The TOS will govern a customer’s use of the VMware Advanced Monitoring, and will supersede any terms presented to the customer during the deployment and sign-in process for VMware Advanced Monitoring. If a customer uses the offering in an on-premise environment, then the VMware standard end user license agreement will govern that use. Notwithstanding anything in the TOS, and other than as expressly set forth in this Section 2.14, VMware provides the VMware Advanced Monitoring offering without any indemnification or warranty whatsoever.

3. Business Operations

This section summarizes processes for ordering, renewing, and terminating the Service Offering.

3.1 Ordering and Invoicing

Subscription Ordering

You may order the Service Offering on a per-Named User basis (entitling you to manage up to 5 Devices for each Named User) or on a per-Device basis. A single order may include both models.

You may purchase subscriptions for 1, 2, 3, 4 or 5-year terms.

- Initial orders must be a 25-seat minimum, unless you are purchasing Workspace ONE Express, in which your initial order must be a 10-seat minimum (for purposes of this Service Description, a “seat” means an entitlement for one Named User, if you order on a per-Named User basis, or one Device, if you order on a per-Device basis).
- You will receive a storage allocation with your subscription. Please refer to the [Edition comparison matrix](#) for more details. Additional storage can be purchased separately.
- You can only use the Service Offering for up to the number of Named Users or Devices for which you have paid the applicable fees.
- You can transfer Service Offering entitlements from one Named User to another Named User, or from one Device to another Device, so long as you do not exceed the number of Named Users or Devices for which you have paid the applicable fees.
- You will be billed for the total number of Enrolled Devices and/or Active Users within your tenant environments. If the number of Enrolled Devices and/or Active Users exceeds the number of Devices or Users for which you have paid the applicable fees, you will be billed for those excess Devices and/or Users.
- Your initial purchase establishes the default billing relationship that applies to all transactions for that subscription identifier (“SID”) for the duration of the Subscription Term. For example, if the initial order is placed through a VMware authorized reseller, then, by default, any subsequent payments related to that SID will be made through that reseller. This billing relationship may be modified at renewal.
- For Workspace ONE Express, Standard, and Advanced editions, the Subscription Term and applicable billing period will begin within 24 hours of the date the Service Offering has been provisioned. For Workspace ONE Enterprise and Enterprise for VDI editions, we will provision the Service Offering within 14 days of the date VMware books your Order. VMware can elect to delay the start of the billing period at its discretion.
- Additional orders for the same SID may be purchased any time during the Subscription Term, and the subscription terms for those additional entitlements will be prorated to and coterminous with the Subscription Term as applicable.
- Changes to the reseller, subscription term, and/or number of Named Users or Devices associated with a SID may be made at the time of renewal by contacting VMware.

Subscription Upgrade Program

As stated in the VMware Product Guide, if you receive your entitlement to the Service Offering under the Subscription Upgrade Program for Workspace ONE you agree to relinquish your entitlements to any corresponding Workspace ONE perpetual licenses, and complete your migration to the Service Offering, within 90 days after the effective date of the relevant agreement (e.g., an Enterprise License Agreement (“ELA”), or an amendment to an ELA, etc.). Failure to complete your migration within 90 days will result 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 those perpetual licenses, and VMware will invalidate those keys.

Invoicing

If you purchase an entitlement to the Service Offering directly from VMware, VMware will invoice you within thirty (30) business days after the beginning of each Billing Period. If you purchase an entitlement to the Service Offering through a VMware authorized reseller, the reseller will invoice you as mutually agreed between you and such reseller. “Billing Period” is the period for which you

are being billed for use of the Service Offering. Billing Periods are monthly and are related to the provisioning of your SID, unless otherwise indicated.

You will be invoiced for the quantity of seats purchased, regardless of whether the Service Offering is used or not.

3.2 Renewal

VMware reserves the right to not renew any SID at the end of its Subscription Term, in which case we will notify you 30 days prior to the end of the then-current Subscription Term.

Modifications

You will be contacted prior to the end of the SID subscription term to discuss your renewal options. For a renewal subscription term, you can modify your Service Offering configuration and make changes to your reseller relationship, if applicable, by changing your setting for the SID within the VMware customer portal available at <https://my.vmware.com> and issuing a new purchase order for the renewal subscription term.

If you choose the modified renewal option, you are expected to review your renewal quote, discuss your route to market and billing options with your VMware sales representative, and submit a purchase order to VMware directly or to your VMware authorized reseller. 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 a specific SID. The deadline to change the renewal option is 30 days prior to the last day of the then-current subscription term for the SID.

Auto-Renewal

The auto-renewal feature within the Service Offering is off by default. There is no longer an option for the customer to opt into or enable the auto-renewal feature. Prior to expiration of your Subscription Term, you will receive a renewal quote for the Service Offering, reflecting your current SKUs and renewal pricing. For customers that are currently enabled on auto-renewal, the entitlement for each SID will automatically renew using the current configuration and the existing subscription term duration. The then-current SKUs and pricing, based on the applicable 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 for the SID within the VMware customer portal available at <https://my.vmware.com>. The deadline to change the renewal option is 30 days prior to the last day of the then-current SID subscription term. If changes need to be made after this period, contact your VMware support team.

Terminate at End of Subscription Term

At any time prior to renewal of your instance of the Service Offering, you may modify your existing SID subscription so that it will terminate at the end of the then-current subscription term, by changing your setting for the SID within the VMware customer portal (available at <https://my.vmware.com>) to “Cancel”. When this option is set, your access to the Service Offering will expire at the end of the SID subscription term. The deadline to select the termination option is 30 days prior to the last day of the then-current SID subscription term.

3.3 Suspension and Re-Enablement

During the time a SID is suspended by VMware (as specified in the Terms of Service), VMware will restrict access to the Workspace ONE UEM Console for subsequent orchestration. VMware will retain SIDs with configurations and data intact until the issue is resolved or your Subscription Term expires or is terminated. SID re-enablement will be initiated promptly upon resolution of the account issues that led to suspension; access to the Service Offering and traffic across IP addresses will be restored.

3.4 Termination

Termination of a SID due to expiration, termination, cancellation, or any other cause will result in loss of access to the Workspace ONE UEM Console, discontinuation of software updates, account services, support, and deletion of such environments, configurations, and data.