

Bitnami Secure Images Specific Program Documentation (“SPD”)

The Broadcom software program(s) (“Broadcom Software” or “Software”) listed below is provided under the following terms and conditions in addition to any terms and conditions referenced on the Broadcom quote, order form, statement of work, or other mutually agreed ordering document (each a “Transaction Document”) under the applicable end user agreement or governing contract (collectively, the “Agreement”) entered into by Customer and the Broadcom entity (“Broadcom”) through which Customer obtained a license for the Broadcom Software. These terms shall be effective from the effective date of such Transaction Document. Capitalized terms have the meanings ascribed to them herein, or, otherwise, in the Agreement (including the VMware Licensing Glossary).

Bitnami Secure Images includes the following components:

- Containers
- Helm Charts
- Virtual Machine images

1. DEFINITIONS.

All terms defined in the VMware Licensing Glossary located at <http://www.broadcom.com/company/legal/licensing> apply to this SPD unless specified herein.

“**Active Artifact**” means one Artifact chosen from the library of the Software, built in one package format (Helm Chart, Container image, or Virtual Machine), on one base image (such as PhotonOS), maintained continuously with software updates by Broadcom in the Customer registry.

“**Application**” describes unique software (e.g. Apache Spark) which may be packaged in one or more supported formats e.g. stand-alone OCI Container images, Helm Charts (including their dependent container images), and Virtual Machine images.

“**Artifact**” means one software package of a specific configuration (combination of base OS version, Application, and packaging format).

“**Base Image**” is an OCI-compliant Container image or Virtual Machine image with a Linux operating system.

“**Helm Chart**” means a set of installation packages for one or more Containers that install those Containers onto any OCI-compliant Kubernetes runtime. The Container dependencies required by the Helm Chart are considered part of the installation package.

“**Library**” means all of the open source projects that Broadcom packages as part of the standard set of Software titles. Open source software titles are added and removed from time to time, at Broadcom’s discretion.

“**OCI**” means the Open Container Initiative.

“**Software Metadata**” means information about Containers and Helm Charts that are available for download. This includes Software Bills of Materials, cryptographic signatures, attestations, and Common Vulnerabilities and Exposures (CVE) scan results.

2. USE RIGHTS AND LIMITATIONS.

The Software is licensed as Subscription Software. Customer may use the Software and Support solely during the Subscription term. Customer may use the Software for up to the number of Active Artifacts purchased. Customer’s Subscription license provides Customer with access to the library of Containers, Helm Charts, and Software Metadata. Selecting an Artifact from the Library makes it an Active Artifact for at least 3 months or until Customer inactivates it, whichever is longer. Customer can unselect an Artifact so it is no longer “Active” and Customer will stop receiving software updates. Artifacts using “Debian 12” as a Base Image do not count against the Active Artifacts entitlement.

At the end of the Subscription term, Customer may have the option to renew the Subscription license. If Customer does not renew, the Subscription license shall expire at the end of the Subscription term. Upon expiration or termination of Customer's licenses to the Software, Customer must cease use of the Software, Documentation and Support and certify cessation of use to Broadcom.

Broadcom may, at its discretion, retire Software and/or Support from time to time.

3. BITNAMI TRADEMARKS.

Use of the Software is subject to the Bitnami IP policy (<https://bitnami.com/trademark> or a successor URL). Use of the Software in violation of the Bitnami Trademark policy is prohibited. Among other terms, this policy prohibits distributing images outside the Customer organization in a way that acts as a catalog of images, except as articulated below.

Customer and Authorized End Users are prohibited from referencing Bitnami trademarks or including components with Bitnami naming or trademarks that:

- Provide Active Artifacts that are intended to be distributed in a way that implies the Customer is offering a similar catalog service to Broadcom, or directly or indirectly making a catalog of services available
- Uses or accesses Artifacts for the purpose of developing or offering a competitive service to Broadcom.
- Provides a hosted service consisting primarily of hosted versions of Active Artifacts.

4. BITNAMI SECURE IMAGES ACTIVE ARTIFACT ENTITLEMENT.

The Software is entitled differently depending on how Active Artifacts are used.

- For usage by Customer's Authorized End Users, the Software can be deployed up to the purchased number of Active Artifacts.
- Customer may only redistribute the Software if Customer has purchased at least 100 Active Artifacts. Additionally, in order to redistribute Active Artifacts, both of the following conditions must also be met:
 - Customer cannot redistribute Active Artifacts in a way that competes with how Broadcom identifies and markets those Active Artifacts, except as indicated in EITHER (a) and (b) below:
 - (a) the Active Artifacts being redistributed are bundled in a software or hardware appliance designed and marketed for a purpose beyond that of the Active Artifact (for instance a point-of-sale appliance that includes a database among many containers); OR
 - (b) the Active Artifacts being redistributed are designed and marketed as an image to simplify installation and distribution of software authored and licensed by Customer (for instance Customer distributes a Broadcom Application primarily focused around providing an open source content management system and the Customer organization is the author and licensor of that open source content management system).

For instance, if Broadcom identifies and markets an Active Artifact as a database, Customer cannot redistribute it identified and marketed as a database unless Customer authored and licensed the included database software or are redistributing it as part of a larger solution like a customer management appliance.

 - The Software cannot be redistributed to more than 100,000 individuals and organizations. For the purposes of this requirement, multiple individuals downloading the Software on behalf of the same organization count as an organization and not as individuals.

5. THIRD PARTY INFORMATION AND TERMS.

Any required third-party software license terms are incorporated by this reference and are set forth in online documentation at techdocs.broadcom.com or legaldocs.broadcom.com.

