



VMware Cloud Foundation Edge (VCFE) Specific Program Documentation (“SPD”)

The Broadcom software program(s) (“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 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.

The version of the SPD published on legaldocs.broadcom.com on the date that Broadcom accepts the Customer’s Transaction Document for Software applies to the version of Software in that Transaction Document. If Customer installs a release of Software that Broadcom provides as part of Support services, then the then-current version of the SPD published on legaldocs.broadcom.com on the date Customer installs that release applies to that release of Software.

LICENSE TO THIS SOFTWARE REQUIRES CUSTOMERS WHO INSTALL, DEPLOY OR USE VERSIONS 9 OR ABOVE TO PROVIDE BROADCOM WITH A REGULARLY-SCHEDULED VERIFIED REPORT DETAILING CUSTOMER’S INSTALLED BASE AND LICENSE COMPLIANCE FOR THAT VERSION OF SOFTWARE USING THE FORMAT AND PROCESS SPECIFIED BY BROADCOM DESCRIBED HEREIN AS WELL AS IN THE DOCUMENTATION (“COMPLIANCE REPORT”). CUSTOMER’S FAILURE TO TRANSMIT OR UPLOAD A TIMELY, UNALTERED COMPLIANCE REPORT WILL RESULT IN FEATURES AND FUNCTIONALITIES OF THE MANAGEMENT PLANE OF THE SOFTWARE TO BE DEGRADED AND/OR BLOCKED IN ADDITION TO SUPPORT ENTITLEMENTS FOR THIS SOFTWARE BEING SUSPENDED (INCLUDING ACCESS TO UPDATES OR UPGRADES) AS FURTHER DESCRIBED HEREIN AS WELL AS IN THE DOCUMENTATION.

Program Name: *VMware Cloud Foundation Edge (VCFE)*

1. DEFINITIONS.

All terms defined in the VMware Licensing Glossary published on <https://docs.broadcom.com/doc/vmware-licensing-glossary> apply to this SPD unless specified herein.

“**BIOS**” means the Basic Input Output System, a set of routines that boots the operating system and sets up the hardware of the Processor.

“**Cloud Services**” means computing infrastructure (including compute, storage, networking, security, management etc.) that a Customer does not own, and which a third party markets or makes available as a service to its customers (including as a bundle of, or as integrated with, managed services). Notwithstanding the foregoing, Cloud Services excludes infrastructure deployed on-premises (whether in Customer’s data center or a co-location facility) provided that the third party who markets or makes available the said infrastructure does not have access to, and does not perform any services with respect to, the Software (including managed services, installation, etc.).

“**Cluster**” is a software grouping of Servers running vSphere and/or vSAN for the purpose of resource sharing.

“**Core**” means a single physical computational unit of the Processor.

“**Deemed Internal Purpose Application**” or “**DIPA**” means a software application that:

- i) either:

- A) Customer has internally developed for use by its internal or external users (including Customer's customers or partners), or
 - B) Customer has procured from a third party for use by Customer's internal or external users to perform a business operational task enabling those user's use of or access to Customer's products or services (Customer's users as authorized in i) A) and B) collectively, "**DIPA Users**";
- ii) runs on Software but DIPA Users cannot access the Software or benefit from Software's features or functionalities;
- iii) is not ancillary to, embedded with, or packaged with a product or services that:
- A) has any features or functionalities that directly or indirectly are related to, complementary with, or competitive with, any features or functionalities of Software (including the management, delivery or hosting thereof), or
 - B) is any form of managed services or information technology services including hosting services, business process and infrastructure outsourcing services, support services, cloud services (excluding Customer's internally developed applications delivered in a cloud model that meet all other conditions of the definition of DIPA), integration services, professional services etc.; and
- iv) is not commercializing or embedding any features or functionalities of Software in any manner (including extensions or expansions thereof).

Examples of DIPA applications include a financial institution Customer running an application on Software (that it developed or procured) for its banking customers to use to obtain information about their bank accounts, a grocery chain Customer running an application on Software (that it developed or procured) to operate its in-store point of sale machines, an airline running an application on Software that it developed or procured to operate self check-in kiosks in airports, and a software company Customer delivering their internally developed human resource software application that runs on Software in a cloud model to third party customers.

Examples of applications that are not DIPA applications include a service provider Customer hosting a third party's application on Software for its customers, a Customer running any application on Software to deliver hosted services, and a cloud services or infrastructure services (including when combining their own applications with Software) to third parties.

"Edge Location" means Customer's remote physical locations including but not limited to banking or retail branch stores, automated teller machines, fulfillment centers, manufacturing facilities, power substations, or federal or state government remote tactical edges or in-vehicle mobile edges. Edge Location does not include dedicated facilities whose sole purpose is the hosting and the provision of compute services, such as data centers, and colocation facilities or public cloud services, regardless as to whether such services are for internal or external purposes.

"Instance" means a single installation of the Software on a physical server or Virtual Machine.

"Processor" means a single, physical chip that houses at least one Core that can execute computer programs.

"Server" means a hardware system capable of running the server software. A hardware partition or blade is considered a separate hardware system.

"TiB" means a unit of physical storage capacity that is equal to 2⁴⁰ bytes.

"Virtual Machine" means a software container that can run its own operating system and execute applications like a physical machine.

"VKS Add-ons" means open-source or third party software packages that Broadcom may make available to download from time to time to run on, or integrate with, a vSphere Kubernetes Service (VKS) cluster.

"VMware vSphere Supervisor" means those components that support or form part of the features and capabilities for running containerized applications in vSphere, including but not limited to the Supervisor, the vSphere Kubernetes Service, vSphere Kubernetes releases (VKr), VKS Add-ons, VCF Plugins and associated CLI Plugins.

2. USE RIGHTS AND LIMITATIONS.

- **License Metric.** Software is subscription software licensed on a per Core license metric with a minimum licensing requirement of 8 Cores per Processor.

- **Licensed Cores.** Each Core on the Server where Software is installed must be licensed, including Cores deactivated by the BIOS. The required number of Core licenses equals the number of Cores on the Server, subject to the minimum of 8 Core licenses per Processor. Customer may use Software on a Server with up to the number of Cores for which Customer has paid the applicable license fees.
- **Recovery and Testing.** Customer may perform recovery and/or testing activities in the aggregate for up to 15 days per year using the embedded evaluation mode feature of the Software. For clarity, this section does not grant Customer any rights to use additional Cores than the number of Cores for which Customer has paid the applicable license fees.
- **Software Components.** Customer may only use or deploy VCFE either at an Edge Location, and each of those possible uses are subject to the restrictions below (which, for clarity, is in addition to any other restrictions defined herein). For clarity, VCFE may not be used for any purpose other than 1) use in an Edge Location.
 - **Use and Deployment Restrictions: VCF Edge Location**
 - Customer may only deploy or use the vSphere component of VCFE in an Edge Location.
 - Customer may only deploy or use the vSAN component of VCFE in an Edge Location.
 - All components and capabilities included in VCFE (e.g. vSphere, NSX, VCF Operations etc.) may only be utilized on, or for, the same physical Cores where the vSphere in VCF Core license is deployed.
 - May not have deployed or used less than 10 Edge Locations within the first year of initial VCFE deployment.
 - May not have deployed or used more than 256 Cores per Edge Location.
- **Component Specific Rights and Limitations.** The following table describes additional component specific license entitlement rights and limitations of VCFE:

#	VCF Component	Metric Entitlement	Entitlement Details
1	vSphere	1 Core	VMware Tools is a suite of utilities and drivers that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine in conjunction with a vSphere hypervisor. Customer may not use VMware Tools with any other hypervisor. Customer may distribute the VMware Tools to third parties solely when installed in a Guest Operating System within a Virtual Machine. Customer is liable for compliance by those third parties with the terms and conditions of the Agreement.
2	vSAN	1 TiB	Customer is entitled to 1 TiB of vSAN capacity for each Core licensed for VCFE. vSAN can only be aggregated and utilized across Cores where the vSphere for VCF Edge is deployed.
3	VCF Operations VCF Automation VCF Operations for Networks	1 Core	Customer may only use the VCF Operations, VCF Automation and VCF Operations for Networks capabilities in VCFE (" VCF O/A Capabilities ") to manage Cores licensed for VCFE only.
4	vCenter Server	1 Instance	The vCenter Server component of the deployed version of Software may only be used to provide centralized management capabilities to vSphere component licenses that have an entitlement to upgrade to that deployed version of Software (irrespective of the technically supported version that the Customer may be running).
5	vSphere for vSAN Witness	1 Core	vSphere for vSAN Witness core licenses can only be used to support deploying the vSAN Witness appliance Virtual Machine on an embedded hardware/SLED at an Edge Location. Additional VCFE Core licenses are not required in this situation. For clarity, the vSphere for vSAN Witness license cannot be deployed in a data center environment.
6	vSphere Kubernetes Service (VKS)	1 Core	<ul style="list-style-type: none"> • Software includes support for certain VKS Add-ons, and the scope and applicability of such support depends on which of the then-current tiers the VKS Add-on has been designated. Please refer to the Documentation for more details. • VMware vSphere Kubernetes Service components have a shorter support life cycle period compared to the lifecycle period generally applicable to the VCF Software.

#	VCF Component	Metric Entitlement	Entitlement Details
7	VCF Private AI Services (if applicable)	1 Core	Software only includes VCF Private AI Services as a component to the extent indicated in their Transaction Document. In the event Customer has an entitlement to Software that includes VCF Private AI Services component, Customer is entitled to use Data Services Manager (DSM) control plane to deploy and manage PostgreSQL database with VCF Private AI Services only, and not for any other feature of DSM or purpose.

- Export restrictions and restrictions on use of NSX Software.** VMware NSX Software is of United States Origin and contains some features (including features which support network infrastructure) which result in the application of stricter export control classifications pursuant to the United States Export Administration Regulations (EAR). For some uses of the VMware NSX Software, such as for use by “More Sensitive” Government End Users as defined in [Part 772](#) of the EAR, there may be restrictions or prohibitions applicable to Customer’s proposed use of the Software if that use is in or for certain [Group D:1](#) countries (which include China or Russia) where VMware’s Bulk Export License may not be used. Customer is responsible for ensuring that Customer’s proposed use of the VMware NSX Software is not in violation of applicable United States or local law.
- Restrictions on Use with Cloud Services.** Customer must not (and must not allow Customer’s Third-Party Agents to) use or deploy the Software on any Cloud Services.
- iSCSI Support.** Customer may only use the iSCSI Support feature in vSAN with physical, non-virtualized Servers. The iSCSI Support feature supports Microsoft clustering with shared disks. Initiators can be either from virtual machines or physical servers. For guest initiators in virtual machines, those virtual machines can be residing on:
 - The same vSAN Cluster that provides this iSCSI Support feature; or
 - An external vSAN or vSphere Cluster.
The iSCSI Support is limited to a maximum of 128 sessions per Server, a maximum of 128 targets per Cluster, and a maximum of 1024 logical unit numbers (LUNs) per cluster. Raw device mapping (RDMs) for Microsoft Windows Server Failover Clustering (WSFC) using iSCSI target service is not officially supported on vSAN.
- Underlying Hardware.** Customer may only use Software on hardware that meets the then-current applicable Broadcom requirements for such hardware in the Documentation, the Broadcom Software Maintenance Policy Handbook, and the Broadcom Compatibility Guide found here: <https://compatibilityguide.broadcom.com>.
- Hosting Rights and Restrictions.** Customer may use the Software to deliver its Deemed Internal Purpose Application(s) to a third party via an internal or external network. Except as expressly provided in this paragraph, the use of the Software for any other types of hosting or for the benefit of any third party in any manner is strictly prohibited.
- Support Services.** License to Software includes entitlement to support and maintenance services that may only be used for Software licensed herein, and may not be used for any other software, including former offers of components of Software that Customer may have licensed separately.
- Benchmarking.** Customer may use Software to conduct internal performance testing and benchmarking studies. Customer may only disclose, publish or distribute the results of the studies to third parties if Broadcom has reviewed and approved of the methodology, assumptions, and other parameters of the study prior to publication and distribution. Customer must submit such requests to vmware-benchmark.pdl@broadcom.com.
- Compliance Reporting for Software Versions.**
 - Mandatory Compliance Reporting.** Customer who install, use or deploy Software must provide Broadcom with a Compliance Report (as defined above) for that version of Software 180 days from the date that the license is registered and every 180 days thereafter by ensuring that the Compliance Report files generated by the Software are either transmitted by the Software or uploaded by Customer in accordance with the product Documentation.
 - Failure to Report.** Customer’s failure to transmit or upload a timely, unaltered Compliance Report, in accordance with the Documentation will result in features and functionalities of the management plane of the Software to be degraded and/or blocked in addition to support entitlements for this Software being suspended (including access to Updates or Upgrades).

- **Assumption of Risk of Failure to Report.** Customer assumes any and all risks associated with the loss of any and all functionality and patch access when caused by Customer's failure to provide timely, unaltered Compliance Reports.

3. 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.