



VCF Private AI Services

Specific Program Documentation (“SPD”)

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Program Name: *VCF Private AI Services*

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).

“**Core**” means a single physical computational unit of a Processor that is in a Server with a GPU.

“**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.

"GPU" means a specialized electronic circuit designed to accelerate graphics rendering and parallel computing tasks.

"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.

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

2. USE RIGHTS AND LIMITATIONS.

- **License Metric.** Software is subscription software licensed on a per Core license metric with a minimum licensing requirement of 16 Cores per Processor.
- **Licensed Cores.** Each Core managed by vCenter Instance(s) where Software is installed must be licensed, including Cores deactivated by the BIOS. The required number of Core licenses equals the number of Cores managed by vCenter Instance(s), subject to the minimum of 16 Core licenses per Processor. Customer may use Software up to the number of Cores for which Customer has paid the applicable license fees.
- **Permitted Base Software.** Software may only be used as an add-on to active subscriptions to the following Broadcom software ("**Permitted Base Software**"): VMware Cloud Foundation. For clarity, Software may not be used with, or the benefit of, any software other than Permitted Base Software.
- **Migration License.** Customer may use its license to Software as a Migration License (as defined in the Agreement) by using Software's embedded evaluation mode feature for a maximum period allowed by that feature.
- **Restricted Data Services Manager (DSM).** Any Data Services Manager (DSM) control plane entitlement provided as part of Software may only be used to deploy and manage PostgreSQL database.
- **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.
- **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.

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