



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 (such as compute, storage, networking, security, management etc.), including related managed services, that a third party provider owns and makes available for use by customers (e.g. Amazon EC2, Dell APEX, Google GCP, HPE GreenLake, Microsoft Azure, Oracle OCI, 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, including Cores deactivated by the BIOS, managed by vCenter Instance(s) where Software is utilized, or for which Software is installed, must be licensed. Customer may use Software up to the number of Cores for which Customer has paid the applicable license fees. The minimum number of Cores per Processor that Customer must license is the same quantity of Cores per Processor that the SPD applicable to the Permitted Base Software requires as the minimum for that Permitted Base Software.
- **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>.

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- **Compliance Reporting for Software Versions.**
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 - **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.

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