VMware Cloud Foundation (VCF)
Specific Program Documentation ("SPD")

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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 (VCF)*

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.

"**Certified Cloud Services**" means Broadcom's then current list of Cloud Services that are certified by Broadcom for the use of Customers to port license entitlements to and deploy Software.

"**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.

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

"**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.

"**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.

"**vSphere Kubernetes Service (VKS) Standard Packages**" means optional open source packages available independently for use with a given vSphere Kubernetes release.

"**TiB**" means a unit of physical storage capacity that is equal to 2^{40} bytes.

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

"**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 Standard Packages, 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 16 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 16 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.

- **Software Components.** All components and capabilities included in Software (e.g. vSphere, NSX, VCF Operations, etc.) may only be utilized on, or for, the same physical Cores where the vSphere component in Software Core license is deployed.

- **Migration, Recovery and Testing.** 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. Customer may perform recovery and/or testing activities in the aggregate for up to 15 days per year per environment, which may be performed using the embedded evaluation mode feature within then-currently supported by Software.

- **Component Specific Rights and Limitations.** The following table describes additional component/capability specific license entitlement rights and limitations of VCF:

#	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 VCF. vSAN can only be aggregated and utilized across Cores where the vSphere in VCF 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 VCF ("**VCF O/A Capabilities**") to manage Cores licensed for VCF only. ● Notwithstanding the foregoing, Customer is entitled to use any VCF O/A Capabilities, then-currently supported by Software, to manage the use of equivalent number of Cores, as the number of Cores licensed for VCF on-prem, for use on the license-integrated versions (where provider is licensee) of Azure VMware Solution, Google Cloud VMware Engine, and/or Oracle Cloud VMware Solution ("MaaS Offerings") at no additional cost until the earlier of the expiration or termination of the subscription term or the date that the MaaS Offering adopts VCF O/A Capabilities as part of its integrated solution. ● Specific to VMware Cloud on AWS, Customer is entitled to use only the VCF Operations Logs Capabilities, then-currently supported by Software, for logs generated by VMware Cloud on AWS at no additional cost until the earlier of the expiration or termination of the subscription term or the date that VMware Cloud on AWS adopts VCF Operations Logs Capabilities as part of its integrated solution. The quantity of VMware Cloud on AWS cores that use VCF Operations Logs Capabilities in VCF cannot exceed the VCF cores purchased.
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	VMware vSphere Kubernetes Service	1 Core	● VMware vSphere Kubernetes Service components have a shorter support life cycle period compared to the lifecycle period generally applicable to the VCF Software. ● Support for VKS Standard Packages is limited to the installation and upgrade of the packages.
6	VCF Private AI Services (if applicable)	1 Core	License to Software only includes entitlement to VCF Private AI Services as a component of Software to the extent the specific SKU indicated in the Transaction Document of the Customer's Order is one that, at the time of purchase, includes entitlement to VCF Private AI Services as a component of Software. In such cases that 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

#	VCF Component	Metric Entitlement	Entitlement Details
			with VCF Private AI Services only, and not for any other feature of DSM or for any other purpose.

- **Legacy Perpetual License Upgrade Restrictions.** Customers with perpetual licenses to legacy VMware software that also used the name VCF when it was offered and who have active subscription to Support and Subscription Services ("**Legacy Perpetual Software**") are entitled to upgrade to Software version 5.x until the earlier of their Support and Subscription Services end date or the end of support of version 5.x. For clarity, Customers do not have an entitlement to upgrade Legacy Perpetual Software to any version of Software above 5.x.

- **Legacy Per Core Upgrade Restrictions.** Licenses to Software obtained as a result of upgrading from a per Core legacy VMware subscription offering (including VCF+/-S (all editions) and VCF Cloud Packs+/-S (Advanced and Enterprise edition)), wherein such legacy offerings were purchased prior to February 4, 2024, ("**Qualified Legacy Offerings**") are entitled to the existing features and capabilities that came in the Qualified Legacy Offerings prior to its upgrade to VCF, except for the Enterprise edition, and subject to the following additional restrictions: Such Customers with Qualified Legacy Offerings are entitled to use vSAN either
     i) on the original metric (per Core) or,
     ii) 1 TiB for each Core license to use for vSAN storage clusters
  until the earlier of the expiration of their VCF subscription or their upgrade to version 9 or later.

- **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.

- **License Portability.** Customer must not use or deploy ("Port") the Software on any Cloud Services that are not found on the then-current list of Certified Cloud Services (a copy of which is found here: https://www.vmware.com/docs/vmware-cloud-foundation-license-portability-list-of-certified-cloud-providers). In such cases, Customer must Port the entire set of components of the Software to that Certified Cloud Service, and continues to be the licensee. Customer shall provide ongoing representations reasonably requested by the provider of that Certified Cloud Services around the validity of licenses Ported. In the event that Customer Ports to a Cloud Service that was on the list of Certified Cloud Services at the time Customer Ported but was later removed, then that Cloud Service shall be deemed to continue to be on the list of Certified Cloud Services only with respect to those licenses that had already been Ported and only until the expiration of those licenses' then-current subscription periods.

  The right to Port hereunder does not apply to i) licenses obtained through a third party who resold those licenses under Broadcom's Value-Added OEM Program (for clarity, such licenses may only be used on infrastructure that the license was sold with, ii) licenses obtained through an upgrade under Qualified Legacy Offerings that are not Enterprise edition, or iii) Software licensed to a partner under the Cloud Service Provider Program or Metal-as-a-Service Program.

- **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.