

VMware Avi Load Balancer Specific Program Documentation (“SPD”)

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Program Name: *VMware Avi Load Balancer*

1. DEFINITIONS.

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

“Service Engine” means the data plane component of the Software that performs load balancing and client-and server-facing network interactions.

“Service Unit” means a unit of measure that is dependent on the environment in which the Service Engine of the Software is deployed as defined in this SPD.

2. USE RIGHTS AND LIMITATIONS.

(a) **Use in both On-Premises and Cloud Services Modalities.** The Software is offered as an on-premises software with optional cloud-based features. This SPD governs Customer’s use of the on-premises version of the Software. Customer is subject to the terms of the VMware Avi Load Balancer SaaS Listing (i.e. not this SPD) if Customer deploys the optional cloud-based features. Regardless of how Customer deploys the offering, each deployment will separately require the appropriate number of Service Units to cover the respective deployments and remain subject to Customer’s maximum licensed capacity. Customer is subject to the terms of the *Intelligent Assist for VMware Avi Load Balancer and VMware vDefend SaaS Listing* (i.e. not this SPD) if Customer deploys the optional cloud-based features.

(b) Use Rights and Limitations On-Premises.

- Customer may deploy the Software for up to the number of Service Units for which Customer has paid the applicable license fees solely during the term of the license purchased.
- When the Service Engine is deployed in a virtual environment, each licensed Service Unit can service a single Core.

- When the Service Engine is deployed in a Bare Metal environment where the entire Node is used as a single, unbreakable/undivided Service Engine, each Service Unit can service four Cores of the Processor, and each Processor must have a minimum of five (5) Service Units licensed.
- For bandwidth-limited deployments, Customer may use the Software according to the following: (a) for Service Engines limited to 25 Mbps bandwidth, Customer only need to purchase a license for two (2) Service Units for every five (5) Service Engines; and (b) for Service Engines limited to 200M bandwidth Customer only need to purchase a license for seven (7) Service Units for every ten (10) Service Engines.
- Upon expiration or termination of Customer’s license to Software, Customer must destroy all copies of the Software and Documentation and certify such destruction to Broadcom.

The Software is licensed as Subscription Software. Customer may deploy and use the Software and Support solely during the Subscription term.

At the end of the Subscription term, Customer may have the option to renew the Subscription licenses. If Customer does not renew, the Subscription licenses shall expire at the end of the Subscription term. Upon expiration or termination of Customer’s licenses to the Software, Customer must uninstall, destroy, and cease use of any copies of Software and Documentation and certify destruction of any copies thereof to Broadcom. Broadcom may, at its discretion, retire Software and/or Support from time to time.

License Portability Entitlement. The Software may be considered to be an “Add-On” if it is deployed with the VMware Cloud Foundation (“VCF”) subscription offering purchased after December 13, 2023. If the Software qualifies as a VCF Add-On, then Customer may have rights of License Portability, as further set forth in the VMware Cloud Foundation Specific Program Documentation.

Compliance Reporting for Software Versions.

- **Mandatory Compliance Reporting.** Customers who install, use or deploy Software must provide Broadcom with a Compliance Report (as defined above) for that version of Software within 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 Software being 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 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

