



VMware Desktop Hypervisor Pro

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.

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Program Name: *VMware Desktop Hypervisor Pro*

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.

“**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).

“**Computer**” means a programmable electronic device that can store, retrieve and process data that is running a Windows, mac OS or Linux operating system.

“**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.

"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 Computer license metric.
- **General Use.** Customer may install and use the Software for Commercial and non-Commercial Use.
- **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.
- **Application Programming Interface ("APIs").**
 - The APIs are provided for Customer's use solely for the purpose of creating software that communicates with Software (the "Developer Software"). Customer agrees to defend, indemnify, and hold harmless Broadcom, and any of its directors, officers, employees, Affiliates or agents, from and against any and all claims, losses, damages, liabilities and other expenses (including reasonable attorneys' fees), arising from Customer's use, modification and distribution of the distributable code and the Developer Software.
 - Customer will not (1) use the APIs to create, design or develop anything other than Developer Software; (2) make any more copies of the APIs than are reasonably necessary for the authorized use and backup and archival purposes; (3) modify, create derivative works of, reverse engineer, reverse compile, or disassemble the VMware Tools. 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 VMware 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 License Agreement.
- **Support Services.** Software does not include Support Services.
- **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.

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.