

VMware Tanzu Data Intelligence Specific Program Documentation (“SPD”)

The Broadcom software program(s) (“Broadcom Software” or “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 Broadcom 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 (including the VMware Licensing Glossary).

VMware Tanzu Data Intelligence (f/k/a VMware Tanzu Data Suite) includes the following components:

- VMware Tanzu Data Flow
- VMware Tanzu Data Lake
- VMware Tanzu GemFire
- VMware Tanzu Greenplum
- VMware Tanzu for MySQL
- VMware Tanzu for Postgres
- VMware Tanzu RabbitMQ
- VMware Tanzu for Valkey
- VMware Data Services Manager

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.

“**Disaster Scenario**” means a natural or human-induced disaster making the Primary Site unusable or unavailable temporarily or permanently.

“**Failover Process**” means resuming operations in a Spare Failover Environment in the event of a Disaster Scenario.

“**Spare Failover Environment**” means computing infrastructure that is used only in the event of a Disaster Scenario to resume business operations.

“**Unit**” means the unit of measure by which the Broadcom Software is purchased. Units can be allocated to Cores of the component products in the VMware Tanzu Data Intelligence as described in Section 3 (Unit and Core Allocations for VMware Tanzu Data Intelligence Components).

2. USE RIGHTS AND LIMITATIONS.

The Software is licensed as Subscription Software. Customer may use the Software and Support solely during the Subscription term. Customer must pay for all the Software Customer uses. Customer must provide usage data every six months during the Subscription term when requested by Broadcom.

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 cease use of the Software, Documentation and Support and certify cessation of use to VMware. VMware may, at its discretion, retire Software and/or Support from time to time.

For VMware Tanzu Greenplum, VMware Tanzu GemFire, VMware Tanzu Data Flow, and VMware Data Services Manager, upon expiration, termination, or the decommissioning of any environment, Customer shall permanently delete all Broadcom binaries and associated data-at-rest, expressly including any and all configuration files, extensions, metadata, and data files

generated by the Software, across all physical and virtual storage media. Upon Broadcom's request, an officer of the Customer must provide written certification confirming the complete destruction of all such proprietary materials and verifying they have not been repurposed for use with non-Broadcom technologies.

The Broadcom Software can be used in a Spare Failover Environment for up to 10 days per year for the purpose of testing the Failover Process for Disaster Scenarios. Otherwise, all systems where the Broadcom Software is installed must be licensed.

Cores are counted and then converted into Units as set forth in Section 3 (Unit and Core Allocations for VMware Tanzu Data Intelligence Components).

3. UNIT AND CORE ALLOCATIONS FOR VMWARE TANZU DATA INTELLIGENCE COMPONENTS.

The Software is entitled differently depending on the component. Units allocated by the components are listed below. Changes may occur to the documented ratios of Units to the entitlement provided. However other than changes to the types of entitlements, those ratios are based on the ratios when the Transaction Document is accepted by Broadcom, and remain constant throughout the Subscription term. Units are allocated by Customer at any point during the Subscription term.

Component	Cores Used	Units Consumed
VMware Tanzu Greenplum	1	5
VMware Tanzu GemFire	1	5
VMware Tanzu RabbitMQ	1	1
VMware Tanzu Data Flow	2	1
VMware Tanzu Data Lake	3	1
VMware Tanzu for Postgres	3	1
VMware Tanzu for MySQL	3	1
VMware Tanzu for Valkey	3	1
VMware Data Services Manager	3	1

4. 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.

