VMware vDefend
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).

LICENSE TO THIS SOFTWARE REQUIRES CUSTOMERS WHO INSTALL, DEPLOY OR USE VERSIONS 9.1 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 SOFTWARE BEING 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: ***ALL VMWARE PRODUCTS LISTED IN THE TABLE BELOW***

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.

"**Authorized Users**" means Customer, its employees and independent contractors and/or Customer Affiliates that access and use Software provided that they are bound by terms and conditions no less restrictive than those contained in the Agreement and solely to the extent that they are acting on behalf of Customer or Customer Affiliates.

"**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 or services (such as compute, storage, networking, security, management etc.), including managed services, that a third party provider owns and makes available for use by customers (e.g. Amazon EC2, Google GCP, Oracle OCI, IBM Cloud, HPE GreenLake, Dell APEX).

"**Container Security with Antrea**" means an environment where Antrea is deployed in a container cluster.

"Distributed Firewall" means an environment where VMware vDefend Distributed Firewall is enabled to cover a virtualized host.

"**DPU**" is a data processing unit. This means a single, physical chip that houses at least one Physical Core that can execute computer programs and is incorporated into a SmartNIC.

"**Gateway Firewall"** – means an environment where the VMware vDefend Gateway Firewall is enabled either on a virtual or Bare Metal environment.

"NDR Sensor" means the appliance software that is deployed as physical (bare-metal) or virtual form factor, on customer-provided hardware.

"Sensor Core" means any assigned Cores where a NDR Sensor is provisioned.

"SmartNIC" is a hardware component that converts data packages to signals spread throughout a network. It is a programmable extension of an interface card (NIC).

"**Software Gateway Instance"** is a virtual network function that delivers network services and provides optimized data paths to applications, network branches and data centers.

"**Tool Box**" means certain software tools that VMware may provide to Customer from time to time for support purposes.

"**VMware vDefend as a Bare Metal Agent**" means an environment where an agent covers a bare metal host.

2. USE RIGHTS AND LIMITATIONS.

There are two editions of the Software available for license: (a) VMware vDefend; and (b) VMware vDefend Advanced Threat Prevention Add-on.

Each edition of the Software includes entitlements to use different functionality and inclusions. For the edition of the Broadcom Software Customer has purchased licenses for, Customer may only use the functionality for that edition as specified at https://techdocs.broadcom.com/us/en/vmware-security-load-balancing/vdefend/vdefend-firewall/9-1/vdefend-feature-and-edition-guide.html.

Use in both On-Premises and Cloud Services Modalities. VMware vDefend and VMware vDefend Advanced Threat Prevention Add-on editions of this Software are 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 vDefend Advanced Threat Prevention SaaS Listing and/or AI Assistant for VMware Avi Load Balancer and VMware vDefend SaaS Listing (i.e. not this SPD) if Customer deploys the optional cloud-based features. For avoidance of doubt, VMware vDefend for Desktop is only available as on-premises software.

If the Transaction Document indicates that Customer has received a license for any of the below Broadcom Software, Customer use of such Broadcom Software is subject to the applicable following limitations:

Broadcom Software	License Use, Meter, and Model; Additional Limitation(s) for Broadcom Software
VMware vDefend	Customer may use the Broadcom Software for applicable number of Cores as outlined on the section Deployment Specific Purchase Requirements. Customer license includes a Cloud Service feature for user interface and analysis and storage of network traffic and artifacts for the same duration as Customer's Subscription term.
VMware vDefend Advanced Threat Prevention Add-on	Customer may use the Broadcom Software for applicable number of Cores as outlined on the section Deployment Specific Purchase Requirements. Customer license includes a Cloud Service for user interface and analysis and storage of network traffic and artifacts for the same duration as Customer's Subscription term.

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.

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.

APIs and Third Party Applications. Customer may use the APIs included with the Broadcom Software only to integrate the Broadcom Software with Customer's cloud management, network management and billing systems. Any use of the APIs or other portions of the Broadcom Software for other services (including but not limited to protocols, traffic engineering, L4-L7) must be certified for use in writing by VMware and will be subject to Customer's payment of additional fees. Customer may not use the Broadcom Software, including the APIs, with any third party applications written specifically for the Broadcom Software unless otherwise authorized in writing by VMware, which authorization may be conditioned on the payment of additional fees to VMware for such use.

Threat Intelligence Data Collection. Certain Software offerings may collect data relating to malicious or potentially malicious code, attacks, and activities on Customer's network ("**Threat Intelligence Data**"). Threat Intelligence Data is collected by VMware for analysis and possible inclusion in a threat intelligence feed utilized by certain VMware vDefend offerings. Prior to inclusion in any threat intelligence feed, Threat Intelligence Data will be: (i) reduced to a unique file hash or to queries or general behavioral descriptions that can be used to identify the same or similar malicious or potentially malicious code in Customer's and other customers' systems; and/or (ii) anonymized and made un-attributable to any customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, Customer is deemed to have agreed that Threat Intelligence Data is not Customer Data, and VMware may retain, use, copy, modify, distribute, and display the Threat Intelligence Data for its business purposes, including without limitation for developing, enhancing, and supporting products and services, and for use in its threat intelligence feed or in published reports or research. The information provided via any threat intelligence feed is provided on an "AS-IS" and "AS-AVAILABLE" basis only.

Tool Box. Customer may internally use the Tool Box only to obtain support from VMware pursuant to the Services Terms. The Tool Box shall be deemed "Broadcom Software" for the purposes of the Agreement.

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.

Deployment Specific Purchase Requirements.

Customer will have entitlement to the license of the Broadcom Software referenced in Customer's Transaction Document. If multiple types of deployment are shared on the same host, each deployment will independently require the appropriate number of licenses. Each edition of VMware vDefend can be deployed in the following types of deployment.

- When deploying VMware vDefend as a Distributed Firewall for Container Security with Antrea or VM, Customer must purchase one (1) Core of VMware vDefend to deploy one (1) Core of Distributed Firewall on the deployed host. When deployed in this manner, the minimum licensing requirement is 16 Cores per Processor.
- When deploying VMware vDefend as a Gateway Firewall, Customer must purchase three (3) Cores of VMware vDefend to deploy one (1) Core of Gateway Firewall. For the purposes of this deployment, one (1) vCPU equals one (1) Core of Gateway Firewall.
- When deploying VMware vDefend as an agent for Bare Metal workloads, Customer must purchase one (1) Core of VMware vDefend for every four (4) Cores of Bare Metal on the deployed host. When deployed in this manner, the minimum licensing requirement is 16 Cores per Processor.
- When deploying VMware vDefend to monitor Desktop environments as outlined by VMware vDefend for Desktop, Customer may deploy 2.5 Concurrent Users for every one (1) Core of VMware vDefend Customer purchases.
- When deploying VMware vDefend to deploy a NDR Sensor, Customer must purchase six (6) Cores of VMware vDefend to deploy one (1) Sensor Core of NDR Sensor for VMware vDefend. For the purposes of this deployment, one (1) vCPU equals one (1) Sensor Core of NDR Sensor.

VMware vDefend for Desktop. Customer may use the Broadcom Software for up to the number of Concurrent Users or Authorized Users for which Customer has paid the applicable license fees when only used in Clusters running (i) virtual desktop virtual machines, including those desktops from VMware Horizon and/or third party solutions, (ii) a Terminal Services Session or remote desktop services host for the purpose of hosting session based desktops or remoting applications, and (iii) associated desktop management and monitoring tools. For each Cluster that is running

the Broadcom Software, Customer must purchase a license for every Concurrent User or Authorized User using the Broadcom Software in the Cluster. For avoidance of doubt, VMware vDefend for Desktop is only available as on-premises software.

Customer may use the Broadcom Software to monitor up to the number of Cores for which Customer has paid the applicable license fees. The Broadcom Software is licensed as Subscription Software. Customer may use the Broadcom Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Broadcom Software and Documentation.

Export restrictions and restrictions on use of the Software. The 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 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, Hong Kong, Belarus, or Russia) and countries in Country Group E:1 or E:2 in Supplement No. 1 to Part 740 of the EAR where Broadcom's Bulk Export License may not be used. Customer is responsible for ensuring that Customer's proposed use of the Software is not in violation of applicable United States or local law.

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.


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