



## VMware vSAN

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## Program Name: *VMware vSAN*

### 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).

“**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.

“**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.

**"iSCSI Support"** means using the vSAN datastore as an iSCSI target to present storage to a Server not in the Cluster running vSAN.

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

**"Processor"** means a single, physical chip that houses at least one Core that can execute computer programs.

**"Rack"** means a frame or enclosure for mounting or containing a number of compute servers (or blades) and optionally a number of networking equipment, storage devices (e.g., JBODs), power and cooling modules.

**"Server"** means a hardware system capable of running the server software. A hardware partition or blade is considered a separate hardware system.

**"Stretched Cluster"** means a deployment model in which a single compute and/or Cluster with three or more Servers spans more than one Rack and uses a vSAN Witness Appliance to maintain availability to users in the event of a Rack or site failure.

**"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.

**"vSAN Witness Appliance"** means preconfigured virtual machine that runs ESXi and is distributed as an open virtualization appliance file and is used to help support specific vSAN deployments.

## 2. USE RIGHTS AND LIMITATIONS.

- **License Metric.** Software is subscription software licensed on a per TiB license metric.
- **Licensed TiBs.** Customer must license all raw physical storage that is claimed by Software on all the Servers in the vSAN Cluster. Customer may use Software in Clusters for up to the number of TiBs for which Customer has paid the applicable license fees.

- **Permitted Base Software.** Software may only be used as an add-on to active subscriptions to the following Broadcom software (“**Permitted Base Software**”): VMware Cloud Foundation, VMware Telco Cloud Platform, and VMware vSphere Foundation, or licenses to legacy vSphere and VCF products sold prior to December 13th, 2023 for which the Customer has a valid Support and Subscription agreement with Broadcom (for clarity, the right to use Software with legacy vSphere and VCF products will cease and cannot be renewed upon the expiration or termination of the said Support and Subscription agreement).
- **License Portability Entitlement.** Customer must not (and must not allow Customer’s Third-Party Agents to) use or deploy the Software on any Cloud Services except to the extent when Software is being used exclusively as an add-on to a license to VMware Cloud Foundation that has an entitlement which enables it to do so (in which case the right to use or deploy Software on any Cloud Services shall be the same as the right described in the SPD applicable to the said license to VMware Cloud Foundation).
- **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](mailto:vmware-benchmark.pdl@broadcom.com).
- **Legacy Perpetual License Upgrade Restrictions.** Customers with perpetual licenses to legacy VMware software that also used the name vSAN when it was offered and who have active subscription to Support and Subscription Services (“**Legacy Perpetual Software**”) are entitled to upgrade to Software version 8.x until the earlier of their Support and Subscription Services end date or the end of support of version 8.x. For clarity, Customers do not have an entitlement to upgrade Legacy Perpetual Software to any version of Software above 8.x.
- **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](http://techdocs.broadcom.com) or [legaldocs.broadcom.com](http://legaldocs.broadcom.com).