VMware vSphere Express

Specific Program Documentation ("SPD")

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Program Name: *VMware vSphere Express*

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.

"**BIOS**" means the Basic Input Output System, a set of routines that boots the operating system and sets up the hardware of the Processor.

"**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).

"**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.

"**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.

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

"**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 Core license metric with a minimum licensing requirement of 16 Cores per Processor, and a maximum licensable Cores requirement of 128 Cores across all of Customer's environments.
- **Licensed Cores.** Each Core on the Server where Software is installed must be licensed, including Cores deactivated by the BIOS. The required number of Core licenses equals the number of Cores on the Server, subject to the minimum of 16 Core licenses per Processor. Customer may only use Software on a Server with up to the number of Cores for which Customer has paid the applicable license fees.
- **Component Specific Rights and Limitations.** The following table describes additional component specific license entitlement rights and limitations of vSphere Express:

#	vSphere Express Component	Metric Entitlement	Entitlement Details
1	vSphere	1 Core	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 vSphere 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 Framework Agreement.

- **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.

- **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.

- **vCenter API or CLI Restriction.** Except as described in this paragraph, Customer may only use the user interface (UI) of vCenter component of Software to use, interact, interoperate or in any way communicate with the Software. Customer may not use any of the APIs or CLIs of the vCenter component of Software, including use of third party solutions that communicate, integrate, or interoperate with Software using the APIs or CLIs of the vCenter component of Software except, to the extent, the third-party solution is listed as a certified Backup and Recovery Solution on the Broadcom Compatibility Guide.

- **Compliance Reporting.**
    - **Mandatory Compliance Reporting.** Customer must provide Broadcom with a Compliance Report (as defined above) no later than 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 or legaldocs.broadcom.com.