

VMware Avi Load Balancer 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).

Program Name: *VMware Avi Load Balancer*

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.

“Service Engine” means the data plane component of the VMware Avi Load Balancer Software that performs load balancing and client- and server-facing network interactions.

“Service Unit” means the measure of data plane and control plane processing for VMware Avi Load Balancer Software.

2. USE RIGHTS AND LIMITATIONS.

(a) **Use in both On-Premises and Cloud Services Modalities.** Customer is entitled to deploy the Broadcom Software both as on-premises software as well as a Cloud Service. Customer is subject to the terms of the VMware Avi Load Balancer SaaS Listing if Customer uses the offering as a Cloud Service. Regardless of how Customer deploys the offering, each deployment will separately require the appropriate number of Service Units to cover the respective deployments and remain subject to Customer’s maximum licensed capacity.

(b) **Use Rights and Limitations On-Premises.** Customer may use the Broadcom Software to monitor up to the number of Service Units for which Customer has paid the applicable license fees. The Broadcom Software is licensed on a Subscription basis. Customer may use the Broadcom Software solely during the Subscription term. Upon expiration or termination of Customer’s I Subscription, Customer must promptly cease use of the Broadcom Software and Documentation.

The Service Engine may be deployed on Bare Metal, on a Virtual Machine, or in a Container and may be deployed in an on-premises environment or on public cloud infrastructure.

For data plane processing on a virtual environment, a Service Unit can service a single vCPU that is used by the Avi Load Balancer Service Engine and includes 5 Web Application Firewall Positive Security Model (“**WAF PSM**”) rules and 50 million requests per year at no additional cost.

For Bare Metal deployments when the entire physical CPU is used as a single, unbreakable/undivided Service Engine, then Customer only must purchase one (1) Service Unit Subscription Software license for every four (4) Cores on the Processor, with a minimum purchase requirement of five (5) Service Unit Subscription licenses per Processor.

For bandwidth-limited deployments, Customer may use the Software according to the following: (a) for Service Engines limited to 25Mbps bandwidth, Customer only need to purchase a Subscription license for two (2) Service Units for every five (5) Service Engines; and (b) for Service Engines limited to 200M bandwidth Customer only need to purchase a Subscription license for seven (7) Service Units for every ten (10) Service Engines.

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 use.

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.

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.

