



## Automic Automation for Hybrid Cloud

### Specific Program Documentation (“SPD”)

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The Broadcom software program(s) (“Broadcom 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.

**Program Name: *AUTOMIC AUTOMATION FOR HYBRID CLOUD (AUTCLD990)***

#### **1. DEFINITIONS.**

- “Job Execution” refers to all jobs with a terminal job state of 1900 ENDED\_OK and 1904 ENDED\_ROLLBACKED
- “Job” refers to a objects of type JOBF and JOBS

#### **2. USE RIGHTS AND LIMITATIONS.**

- Customer may use the Broadcom Software for the number of Job Executions set forth in the Transaction Document.
- The Broadcom Software includes:
  - Automic Automation Engine (scheduling engine): Customer may use an unlimited number for production or test provided that Customer has an active entitlement to at least one Job Execution license.
  - Automic Automation Agents: Customer may use unlimited number for production or test provided that Customer has an active entitlement to at least one Job Execution license.
  - Automation Analytics & Intelligence (AAI) Engine: Customer may use an unlimited number for production or test provided that Customer has an active entitlement to at least one Job Execution license,
  - Automation Analytics & Intelligence (AAI) Integrations: Customer may use all integrations provided by AAI. Processing of data for the Broadcom Software in AAI does not consume any additional license. Processing of additional data (non-Automic) from other automation solutions in AAI will consume 1 Job Execution license for every 10 AAI Job Executions.
- The Job Execution license is applicable to all environments including production and non-production.
- The Job Execution license count is based on the maximum number of successful job executions (status 1900 or 1904) per calendar month.
- Customer understands and agrees as a condition to the use rights granted herein that it shall configure the Broadcom Software in Customer’s environment to enable the collection and transmission of product meta and usage data to Broadcom.

The following Agents are not included in Automatic Automation for Hybrid Cloud Edition and are licensed separately.

Agent Type	Platform-specific Node Counting Metric
BS2000	Per Server
Avaloq	Per Avaloq instance (as defined in the Avaloq documentation)
Automatic Omniview	Per Concurrent User
Automatic Automated System Copy for SAP	Per 100 Copies per year

### 3. ADDITIONAL TERMS.

- Generative AI. The Broadcom Software may incorporate generative artificial intelligence (AI) technology to implement certain features. Features that use generative AI are typically identified in the Broadcom Software interface or Documentation. AI-generated output may contain errors and unexpected results. Customer must use caution when relying upon responses and validate all output before use.

Customer must not:

- Include any confidential data or Personal Data in its prompts.
- Use generative AI in Broadcom Software to create content that is illegal, harmful, misleading, or violates third-party rights or privacy.
- Use generative AI in Broadcom Software to make decisions that call for human judgment, including uses that may have health or safety consequences.

Customer must use generative AI features in the Broadcom Software solely as integrated within the Broadcom Software and only for purposes consistent with the intended functionality of the generative AI features. Broadcom makes no representations and provides no warranties about the completeness, reliability, or accuracy of AI-generated output.

Certain generative AI features may require Customer to have: 1) its own AI model (Customer AI Model"); or 2) an account with (and an agreement to share data with) a third-party generative AI service provider ("Customer AI Service Provider"); and Customer's use of such features is subject to the terms of Customer's agreement with Customer AI Service Provider or the terms of use for Customer AI Model. Broadcom bears no responsibility or liability for Customer's use of: 1) Customer AI Model or the Customer AI Service Provider; 2) and the use of shared Customer data or Personal Data by Customer AI Model or Customer AI Service Provider.

The Broadcom Software may include specific generative AI features ("Specific AI Features") that collect and analyze certain Customer data with a generative AI model (the "Model") of Broadcom or Broadcom's generative AI service provider. Customer data is not retained by the Model and is not used to train the Model. By using and/or submitting data to these Specific AI Features, Customer agrees to the collection and analyzing of Customer data. The types of Customer data used by the Specific AI Features are identified in the Documentation.

Broadcom collects and analyzes user input to the AI-assisted help service and the generated output to improve the performance, accuracy, and quality of the AI-assisted help service (the underlying AI model is not trained with user input).

For more information on the use of generative AI, consult the product documentation or contact technical support.

- Automic Automation scripting language. The Automic Automation scripting language (the "Automic Language") is a proprietary technology developed by and exclusively owned by Broadcom. It comprises a unique syntax, command structure, and proprietary elements that are designed to function solely within the Automic Automation platform. Customer may not use the Automic Language with systems or software other than Broadcom's officially supported products and may not, nor assist any third party to, attempt to replicate, emulate, or process scripts written in the Automic Language through third-party software or emulators. Such unauthorized use is strictly prohibited and may subject the infringing party to legal action, including, but not limited to, injunctive relief and claims for damages.

## 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](https://techdocs.broadcom.com) or [legaldocs.broadcom.com](https://legaldocs.broadcom.com).