



VMware Cloud Foundation (VCF)

Specific Program Documentation (“SPD”)

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.

The version of the SPD published on legaldocs.broadcom.com on the date that Broadcom accepts the Customer’s Transaction Document for Broadcom Software applies to the version of Broadcom Software in that Transaction Document. If Customer installs a release of Broadcom Software that Broadcom provides as part of Support services, then the then-current version of the SPD published on legaldocs.broadcom.com on the date Customer installs that release applies to that release of Broadcom Software.

LICENSE TO THIS SOFTWARE REQUIRES CUSTOMERS WHO INSTALL, DEPLOY OR USE VERSIONS 9 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 PRODUCT DOCUMENTATION (“COMPLIANCE REPORT”). CUSTOMER’S FAILURE TO TRANSMIT OR UPLOAD A TIMELY, UNALTERED COMPLIANCE REPORT WILL RESULT IN LOSS OF FUNCTIONALITY AND ACCESS TO THE SOFTWARE.

Program Name: *VMware Cloud Foundation (VCF)*

1. DEFINITIONS.

All terms defined in the Broadcom Software Glossary located at legaldocs.broadcom.com 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.

“**Cluster**” is a software grouping of Servers running vSphere and/or vSAN for the purpose of resource sharing.

“**ClusterClass**” means a collection of resources that define a Kubernetes cluster topology and configuration.

“**Cloud Services**” means computing infrastructure and platform services (such as compute resources, storage capabilities, databases or virtual machines and other computing infrastructure and platforms services) that a third party makes available for consumption by customers.

“**Core**” means a single physical computational unit of the Processor.

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

“**Internally Developed Application**” means a computer application that: i) Customer has created or developed for use by third parties as ancillary to one of Customer’s products or services, ii) is deployed on Software but the third party users cannot access the Software or benefit from the Software’s features and functionalities directly, iii) is not ancillary to or a part of a product or services that directly or indirectly is related to, or competitive with, the features or functionalities of the

Software (including the management, delivery or hosting thereof), and iv) is unrelated to the internal use of the third party users. Examples of Internally Developed Applications include a financial institution building an application for its retail banking customers to obtain information about their bank accounts, a grocery chain building an application that operates their in-store point of sale machines, an airline company building an application that operates the self-check in kiosks in airports etc.

“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.

“Standard Packages” means optional open source packages available independently for use with a given Tanzu Kubernetes release.

“TiB” means a unit of physical storage capacity that is equal to 2⁴⁰ bytes.

“Virtual Machine” means a software container that can run its own operating system and execute applications like a physical machine.

“vSphere IaaS Control Plane” means those components that support or form part of the features and capabilities for running containerized applications in vSphere including but not limited to the Supervisor, the TKG Service, Tanzu Kubernetes releases (Tkr), Standard Packages, and associated CLI Plugins.

2. USE RIGHTS AND LIMITATIONS.

License Metrics

- VMware Cloud Foundation (“VCF”) is subscription software licensed on a per Core license metric with a minimum licensing requirement of 16 Cores per Processor.
- 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.
- VCF is sold as a single product; the included components and capabilities can only be utilized on, or for the same physical Cores where the vSphere in VCF Core license is deployed.
- Customer may use VCF on a Server with up to the number of Cores for which Customer has paid the applicable license fees.
- Customer may use its license to VCF as a Migration License (as defined in the Agreement) by using VCF’s embedded evaluation mode feature for a maximum period of then-currently supported by Software.
- Customer may perform recovery and/or testing activities in the aggregate for up to 15 days per year per environment, which may be performed using the embedded evaluation mode feature within then-currently supported by Software.

Use Rights and Limitations

- Component Specific License Notes.** The following table describes additional component/capability specific license entitlement rights and limitations of VCF:

#	VCF Component	Metric Entitlement	Entitlement Details
1	vSAN	1 TiB	Customer is entitled to 1 TiB of vSAN capacity for each Core licensed for VCF. vSAN can only be aggregated and utilized across Cores where the vSphere in VCF is deployed.
2	VCF Operations VCF Automation	1 Core	Any VCF Operations, VCF Automation and VCF Operations for Networks (“VCF O/A Capabilities”) contained in VCF may only be used to manage VCF Cores only.

#	VCF Component	Metric Entitlement	Entitlement Details
3	VCF Operations for Networks	1 Core	<ul style="list-style-type: none"> Notwithstanding the foregoing, Customer is entitled to use any VCF O/A Capabilities, then-currently supported by Software, to manage the use of equivalent number of Cores as the number of Cores licensed for VCF on-prem for use on Azure VMware Solution, Google Cloud VMware Engine, and/or Oracle Cloud VMware Solution ("MaaS Offerings") at no additional cost until the earlier of the expiration or termination of the subscription term or the date that the MaaS Offering adopts VCF O/A Capabilities as part of its integrated solution. Specific to VMware Cloud on AWS, Customer is entitled to use only the VCF Operations Logs Capabilities, then-currently supported by Software, for logs generated by VMware Cloud on AWS at no additional cost until the earlier of the expiration or termination of the subscription term or the date that VMware Cloud on AWS adopts VCF Operations Logs Capabilities as part of its integrated solution. The quantity of VMware Cloud on AWS cores that use VCF Operations Logs Capabilities in VCF cannot exceed the VCF cores purchased.
4	vCenter Server	1 Instance	vCenter Server may be used to provide centralized management capabilities to any licensed VMware by Broadcom infrastructure environments with an active subscription to Support and Subscription Services.

- **Support Entitlements.** All VCF purchases from May 6th, 2024 onward will include Broadcom Maintenance Support, regardless of subsequent product downgrading.
- **VCF Legacy Perpetual License Upgrade Restrictions.** VCF perpetual licenses are entitled to only upgrade through the 5.x version release. VCF perpetual licenses are not entitled to upgrade to the next major release. If customers want to access the next major release, they will need to purchase a new VCF subscription offer.
- **VCF 5.x Legacy Per Core Upgrade Restrictions.** Licenses to VCF 5.x obtained as a result of upgrading from a per Core legacy VMware offering (including VCF+/-S (all editions) and VCF Cloud Packs+/-S (Advanced and Enterprise edition)), wherein such legacy offerings were purchased prior to February 4, 2024, ("**Qualified Legacy Offerings**") are entitled to the existing features and capabilities that came in the Qualified Legacy Offerings prior to its upgrade to VCF 5.x, except for the Enterprise edition, and subject to the following additional restrictions:
 - **Metric Restrictions.** While Customer will receive VCF 5.x entitlements where vSAN is licensed per TiB, Customer will be entitled to use vSAN on the original metric (per Core) it had licensed in the Qualified Legacy Offering until their VCF subscription expires.
 - Customer is allowed to configure vSAN HCI clusters with no caps on storage capacity.
 - Customer is allowed to configure vSAN Max clusters for disaggregated storage deployments up to 1 TiB for each Core license. If Customer requires additional capacity, it can purchase additional capacity by licensing the vSAN software subscriptions as an add-on.
- **vSAN Cluster Expansion or Renewal Exception with VCF.** If the total number of vSAN TiB license entitlements from VCF and/or vSAN subscriptions purchased for the hosts added to, or renewed in, the vSAN Cluster using license entitlements from legacy offers licensed on a per CPU or per Core license metric are greater than, or equal to, the total number of Processors in the vSAN Cluster, Customer has permission to use any excess entitlements, then-currently supported by Software, from the included vSAN capacity (1 TiB per 1 Core) in VCF subscription and/or vSAN subscription purchase to apply to the entire vSAN Cluster, consisting of existing and new or renewed hosts, for the sole reason to enable vSAN Cluster expansion or renewal. At the time that the legacy offers' Support and Subscription agreement expire, Customer must purchase VCF and/or vSAN subscriptions and apply the vSAN license entitlements for the hosts in the vSAN Cluster that were previously using the license entitlements from the legacy offers.
- **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.

- **License Portability Entitlement.** Except for licenses obtained through a Value-Added OEM or through a Broadcom cloud provider program (e.g. VMware Cloud Service Provider, Metal-as-a-Service) ("Cloud Provider Programs"), a customer may use or deploy the Software on any Cloud Services, provided that the customer ports the entire VCF set of components to the Cloud Service. In the event a Customer uses or deploys any Software on a Cloud Service from a third party vendor under a Cloud Provider Program, that Customer agrees to receive Support (as defined in the Agreement) from that partner in lieu of Broadcom.
- **Export restrictions and restrictions on use of NSX Software.** VMware NSX 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 VMware NSX 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 or Russia) where VMware's Bulk Export License may not be used. Customer is responsible for ensuring that Customer's proposed use of the VMware NSX Software is not in violation of applicable United States or local law.
- **Hosting Rights and Restrictions.** Customer may use the Software to deliver its Internally Developed 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.
- **vSphere IaaS Control Plane Lifecycle Policy**
 - vSphere IaaS Control Plane components have a shorter support [life cycle period](#) as compared to the lifecycle period generally applicable to the VCF Software.
 - Tanzu Kubernetes releases work with specific versions of the vSphere IaaS Control Plane components (e.g. the TKG Service, Supervisor) and vCenter. Additional interoperability conditions and upgrade path may be specified in Tkr release notes.
 - Broadcom will support clusters that use images created using the vSphere Tanzu Kubernetes Grid Image Builder when the same issue can be reproduced using a supported Tanzu Kubernetes release provided by Broadcom.
 - Each version of TKG Service and each version of each Standard Package is supported as long as a compatible Tanzu Kubernetes release is supported.
 - Support for Standard Packages is limited to the installation and upgrade of the packages. Broadcom does not provide support for any components of the Standard Packages, including but not limited to the debugging of configuration, bug fixes, feature enhancements, performance related issues, or security fixes not available from the upstream project. Broadcom reserves the right to discontinue the release of any of these packages at our discretion.
 - The TKG Service allows users to define their own ClusterClass. Broadcom will support clusters created using a customer-provided ClusterClass when the same issue can be reproduced using a ClusterClass provided by Broadcom.
- **Support Services.** Software includes Support Services that may only be used for the Software, and its components, licensed hereunder and may not be used for any other software, including former offers of components of Software that Customer may have licensed separately.

Compliance Reporting for Software Versions 9.0 or above.

- **Mandatory Compliance Reporting.** Customer who install, use or deploy versions 9 or above of Software must provide Broadcom with a Compliance Report (as defined above) for that version of Software 180 days from the commencement date of the subscription 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 will 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.

- **VMware Tools.** 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.