

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 thencurrent version of the SPD published on legaldocs.broadcom.com on the date Customer installs that release applies to that release of Broadcom 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: i) a computer applications that Customer has created or developed and (ii) a third-party computer application(s) that is ancillary to Customer's application-based service, and (b) cannot be accessed directly by end users of Customer's application-based service.

"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 2^40 bytes.

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

"vSphere laaS 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 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 integrated components and capabilities can only be utilized on 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.

Use Rights and Limitations

 Component Specific License Notes. The following table describes additional component 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	Aria Suite Enterprise	1 Core	Aria Suite Enterprise and Aria Operations for Networks ("Aria Capabilities") contained in VCF are entitled to manage VCF Cores only. Notwithstanding the foregoing, Customer is entitled to use Aria Capabilities and manage the equivalent number of Cores as the number of Cores licensed for VCF either: i) on-prem, ii) 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 Aria Capabilities as part of its integrated solution and/or iii) with respect to Aria Suite Enterprise only, to manage VVF for VDI environments at no additional cost.	
3	Aria Operations for Networks	1 Core		
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 5.1 Legacy Per Core Upgrade Restrictions. Licenses to VCF 5.1 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 subject to the following additional restrictions:

- Quantity Restrictions. Customer may only use up to the quantity of Cores that they had licensed Qualified Legacy Offering prior to its upgrade to VCF 5.1.
- Version Restriction. Customer must upgrade all component entitlements to the most current version of VCF.
- Metric Restrictions. While Customer will receive VCF 5.1 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.
 - i. Customer is allowed to configure vSAN HCI clusters with no caps on storage capacity.
 - ii. 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.

• Feature Restrictions.

- i. Enterprise edition Qualified Legacy Offerings: no restrictions
- ii. Standard, Advanced, Starter edition Qualified Legacy Offerings: Only entitled to use capabilities that came with their Qualified Legacy Offering prior to its upgrade to VCF 5.1. (e.g. VCF includes HCX Enterprise capabilities which are not available to VCF 5.1 licenses obtained through upgrade from Standard, Advanced, Starter edition Qualified Legacy Offerings as it was not a part of those offerings at the time of upgrade).
- iii. Each row of the following tables represents the approved upgrade path for each capability (which, for clarity, may include an upgrade to a different edition, and in such cases Customer is entitled to the features of the new edition):

UPGRADE VCF+/S -

	New VCF Entitlements			
VCF+/-S STD (4.5 Components)	VCF+/-S ADV (4.5 Components)	VCF+/-S Starter (4.5 Components)	VCF+/-S ENT (4.5 Components)	VCF Offering (5.X Components)
vSphere 7 ENT Plus	vSphere 7 ENT Plus	vSphere 7 ENT Plus	vSphere 7 ENT Plus	vSphere 8.x
Tanzu 7 STD	Tanzu 7 STD		Tanzu 7 STD	Tanzu Kubernetes Grid-s 8.x
vSAN 7 ADV	vSAN 7 ADV	vSAN 7 ADV	vSAN 7 ENT	vSAN 8.x
NSX ADV ¹	NSX ADV ¹	NSX ADV	NSX ENT Plus ¹	NSX (Networking Only) [DFW- Add on]
	vRealize Suite ENT	vRealize Suite STD	vRealize Suite ENT	Aria Suite Term Enterprise
	vRNI ADV	vRNI ADV	vRNI ENT Add-on	Aria Operations for Networks
SDDC Manager 4	SDDC Manager 4	SDDC Manager 4	SDDC Manager 4	SDDC Manager 5
vCenter 7 STD	vCenter 7 STD	vCenter 7 STD	vCenter 7 STD	vCenter 8.x STD
				HCX ENT
				Data Services Manager

Footnotes

1. DFW is a component of NSX ADV and NSX ENT Plus.

UPGRADE VCF Cloud Packs ----->

Original VCF Offer	New VCF Entitlements	
VCF Cloud Packs+/-S ADV ¹ (5.0 Components)	VCF Cloud Packs+/-S ENT (5.0 Components)	VCF Offering (5.X Components)
vSphere 8 ENT Plus	vSphere 8 ENT Plus	vSphere 8.x
Tanzu Kubernetes Grid-s 8	Tanzu Kubernetes Grid-s 8	Tanzu Kubernetes Grid-s 8.x
vSAN 8 ADV	vSAN 8 ENT	VSAN 8.x
NSX ENT Plus NSX ENT features NSX DFW NSX ALB ENT	NSX ENT Plus NSX ENT features NSX DFW NSX ALB ENT	NSX (Networking Only) • [DFW add-on] • [ALB add-on]
vRealize Suite ADV	vRealize Suite ENT	Aria Suite Term Enterprise
vRNI ADV	vRNI ENT	Aria Operations for Networks
SDDC Manager 5	SDDC Manager 5	SDDC Manager 5
vCenter 8 STD	vCenter 8 STD	vCenter 8.x STD
	HCX ENT	HCX ENT
		Data Services Manager

- vSAN Cluster Expansion or Renewal Exception with VCF. If the number of total VCF 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 from the included vSAN capacity (1 TiB per 1 Core) in VCF 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 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. The vSAN Stretched Clusters using iSCSI target service are not supported. 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), 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.
- 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 Internally Developed Applications as a service to
a third party via an internal or external network. Except as expressly provided in this paragraph and the License Agreement, 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 laaS Control Plane Lifecycle Policy

- vSphere laaS Control Plane components have a shorter support <u>life cycle period</u> as compared to the lifecycle period generally applicable to the VCF Software.
- Tanzu Kubernetes releases work with specific versions of the vSphere laaS 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.

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.