

VCF Services Entitlement Specific Program Documentation

The Broadcom entitlement listed below is provided under the following terms and conditions in addition to any terms and conditions referenced on the Broadcom quote, order form, or other mutually agreed ordering document under the applicable end-user agreement or governing contract (collectively, the "Agreement") entered into by the Customer and the Broadcom entity ("Broadcom") through which Customer obtained a license for VCF Cloud Foundation and this VCF Services Entitlement ("Applicable Transaction Document"). These terms shall be effective from the effective date of such Applicable Transaction Document.

Program Name: VCF Services Entitlement

The VCF Services Entitlement is a customer entitlement which is provided with the purchase of a subscription for VMware Cloud Foundation for the delivery of VCF professional services within the initial 12 months from the effective date of the Applicable Transaction Document ("VCF Services Entitlement Period"), after which the VCF Services Entitlement expires and are extinguished in their entirety with no right to any extension or refund. The project funded by the VCF Services Entitlement ends upon either the consumption of the entire VCF Services Entitlement or expiration of the VCF Services Entitlement Period, whichever occurs first.

This SPD serves as the basis for Customer's consumption of the entire value of the VCF Services Entitlement ("Entitlement Project") calculated on a time and material basis as set out below. The Entitlement Project is comprised of baselining of cloud maturity and the creation of implementation architecture, capability roadmap and adoption plan; the configuring, deployment, design, optimization, adoption, upgrading, integration and/or automation of the VMware Cloud Foundation offering. The parties will work together with the intention to quickly drive the realization of the value provided in the Entitlement Project which may include mutually agreed delivery plans as modified as the parties see fit ("Work Plan").

The Work Plan will contain the types of Broadcom resources (including any subcontractors) which are provided at the VCF Services Entitlement Rates and such resources shall consume the VCF Services Entitlement. These rates are independent of any other Broadcom services rate and are not subject to any discount arrangements in effect generally or specially for an individual customer, either currently or in the future. Expenses may be documented in the Work Plan by agreement of the parties. No PO or other procurement instrument is required and the sole expression of the mutually agreed work plan shall be the Work Plan itself.

Customer understands the time bound nature of the VCF Services Entitlement and shall cooperate for the orderly consumption of the entire VCF Services Entitlement, including early onboarding of any Broadcom resources. If Customer decides a prime contractor will work directly with Customer and subcontract to Broadcom for this Entitlement Project, Customer will notify Broadcom of the prime contractor in writing from time to time and thereby permits that prime contractor to apply the Customer's VCF Services Entitlement to those activities directed by the prime contractor.
