

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 Software that performs load balancing and client-and server-facing network interactions.

“Service Unit” means a unit of measure that is dependent on the environment in which the Service Engine of the Software is deployed as defined in this SPD.

2. USE RIGHTS AND LIMITATIONS.

(a) **Use in both On-Premises and Cloud Services Modalities.** The Software is offered as an on-premises software with optional cloud-based features. This SPD governs Customer’s use of the on-premises version of the Software. Customer is subject to the terms of the VMware Avi Load Balancer SaaS Listing (i.e. not this SPD) if Customer deploys the optional cloud-based features. 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 deploy the Software for up to the number of Service Units for which Customer has paid the applicable license fees solely during the term of the license purchased.
- When the Service Engine is deployed in a virtual environment, each licensed Service Unit can service a single Core.
- When the Service Engine is deployed in a Bare Metal environment where the entire Node is used as a single, unbreakable/undivided Service Engine, each Service Unit can service four Cores of the Processor, and each Processor must have a minimum of five (5) Service Units licensed.
- For bandwidth-limited deployments, Customer may use the Software according to the following: (a) for Service Engines limited to 25 Mbps bandwidth, Customer only need to purchase a 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 license for seven (7) Service Units for every ten (10) Service Engines.
- Upon expiration or termination of Customer’s license to Software, Customer must destroy all copies of the Software and Documentation and certify such destruction to Broadcom.

The Software is licensed as Subscription Software. Customer may deploy and use the Software and Support solely during the Subscription term.

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 uninstall, destroy, and cease use of any copies of Software and Documentation and certify destruction of any copies thereof to Broadcom. Broadcom 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

