



VMware Desktop Hypervisor Pro

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.

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Program Name: *VMware Desktop Hypervisor Pro*

1. DEFINITIONS.

All terms defined in the Broadcom Software Glossary located at legaldocs.broadcom.com apply to this SPD unless specified herein.

“**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.

“**Computer**” means a programmable electronic device that can store, retrieve and process data that is running a Windows, mac OS or Linux operating system.

“**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.

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

2. USE RIGHTS AND LIMITATIONS.

License Metrics

- VMware Desktop Hypervisor Pro is subscription software licensed on a per Computer license metric.
- Customer may use its license to VMware Desktop Hypervisor Pro as a Migration License (as defined in the Agreement) by using VMware Desktop Hypervisor Pro's embedded evaluation mode feature for a maximum period of what VMware Desktop Hypervisor Pro's said feature then allows.

Use Rights and Limitations

- **Commercial Use.** Customer may install and use the Software for Commercial Use on the number of Computers equal to the number of licenses purchased. Installing and using a single license of the Software on multiple computers is prohibited even if the computers are not running the Software concurrently. Concurrent use of the Software by multiple users on a single computer is prohibited.
- **Non-Commercial Use.** Customer may install and use VMware Desktop Hypervisor Pro for Customer's own non-Commercial use.
- **Restrictions on Use with Cloud Services.** Customer must not (and must not allow Customer's Third-Party Agents to) use or deploy the Software on any Cloud Services.
- **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.
- **Application Programming Interface ("APIs").**
 - The APIs are provided for Customer's use solely for the purpose of creating software that communicates with Software (the "Developer Software"). Customer agrees to defend, indemnify, and hold harmless Broadcom, and any of its directors, officers, employees, Affiliates or agents, from and against any and all claims, losses, damages, liabilities and other expenses (including reasonable attorneys' fees), arising from Customer's use, modification and distribution of the distributable code and the Developer Software.
 - Customer will not (1) use the APIs to create, design or develop anything other than Developer Software; (2) make any more copies of the APIs than are reasonably necessary for the authorized use and backup and archival purposes; (3) modify, create derivative works of, reverse engineer, reverse compile, or disassemble the 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 VMware 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 License Agreement.
- **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.