

VMware Edge Compute Stack

Specific Program Documentation (“SPD”)

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1. DEFINITIONS

Capitalized terms have the meanings ascribed to them herein, or, otherwise, in the Agreement. All terms defined in the VMware Licensing Glossary located at <https://www.broadcom.com/company/legal/licensing> apply to this SPD unless otherwise specified herein.

“**Edge Instance**” means a single non-data center object or cluster object running at an Edge Location, which is deployed using VMware vCenter Server or VMware Edge Cloud Orchestrator (VECO).

“**Edge Location**” means Customer’s physical location(s), including but not limited to, banking or retail stores, fulfillment centers, distribution centers, manufacturing facilities, medical clinics or offices, branch offices, or power substations, or federal and state government offices, or military tactical edges, or in-vehicle mobile edges. Edge Location does not include dedicated facilities whose sole purpose is the hosting and the provision of compute services, such as data centers, and colocation facilities or Public Cloud Services, regardless as to whether such services are for internal or external purposes.

2. USE RIGHTS AND LIMITATIONS

The SPDs and/or SaaS Listing applicable to each Broadcom Software or SaaS Offering component in the VMware Edge Compute Stack apply to Customer’s use of that software or SaaS component when purchased as part of the VMware Edge Compute Stack. All Broadcom Software included in the VMware Edge Compute Stack may only be purchased and used as part of VMware Edge Compute Stack.

The Broadcom Software included in the VMware Edge Compute Stack is licensed as Subscription Software, and Customers may use the Broadcom Software solely during the Subscription Term. Customer’s Order for the Subscription Software may not be canceled, and Customer is not entitled to any refunds.

Hosting Rights and Restrictions.

Customer may only use or deploy VMware Edge Compute Stack either in an Edge Location or in an Edge Instance, and each of those possible uses are subject to the restrictions below.

- Customers may use the Broadcom 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 Broadcom Software for any other types of hosting or for the benefit of any third party in any manner is strictly prohibited.
- Edition Specific Terms: Each edition of VMware Edge Compute Stack includes entitlements to use different Broadcom Software, functionality, and inclusions. For the edition of the VMware Edge Compute Stack purchased by Customer, Customer may only use the Broadcom Software and functionality for that edition as specified below:

Edge Compute Stack Advanced (per Core)
VMware Edge Cloud Orchestrator (SaaS)
VVF (VMware vSphere Foundation)

Edge Compute Stack Enterprise (per Core)
VMware Edge Cloud Orchestrator (SaaS)
VCF (VMware Cloud Foundation)

- The License Metric for the Subscription Software is a per Core basis, 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.
- VMware Edge Compute Stack is sold as a single product; the integrated components and capabilities can only be deployed on the same physical Cores where the vSphere in VVF or VCF (as applicable) Core license is deployed.
- Customers may use VMware Edge Compute Stack on a Server with up to the number of Cores for which Customer has paid the applicable license fees.

3. THIRD PARTY INFORMATION AND TERMS

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