VMware Private AI Foundation^{TM} with NVIDIA

Specific Program Documentation ("SPD")

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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.

"**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 a Processor that is in a Server with a GPU.

"**GPU**" means a specialized electronic circuit designed to accelerate graphics rendering and parallel computing tasks.

"**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.

"**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.

"**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 Private AI Foundation with NVIDIA is subscription software licensed on a per Core metric with a licensing minimum of 16 core licenses per Processor.
- Each Core in the vCenter 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.
- Customers may use VMware Private AI Foundation with NVIDIA on a Server that contains up to the maximum number of Cores for which Customer has paid the applicable license fees.
- Customers may use its license to VMware Private AI Foundation with NVIDIA as a Migration License (as defined in the Agreement) by using VMware Private AI Foundation with NVIDIA's embedded evaluation mode feature for a maximum period of then-currently supported by Software.

Use Rights and Limitations

- **General.** VMware Private AI Foundation with NVIDIA can only be used as an add-on to VMware Cloud Foundation (VCF).

- **Restricted Data Services Manager (DSM).** Any Data Services Manager (DSM) control plane entitlement provided as part of Software may only be used to deploy and manage PostgreSQL database.

- **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.

- **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.

Compliance Reporting for Software Versions.

- **Mandatory Compliance Reporting.** Customer who install, use or deploy Software must provide Broadcom with a Compliance Report (as defined above) for that version of Software 180 days from the date that the license is registered and every 180 days thereafter by ensuring that the Compliance Report files generated by the Software are either transmitted by the Software or uploaded by Customer in accordance with the product Documentation.

- **Failure to Report.** Customer's failure to transmit or upload a timely, unaltered Compliance Report, in accordance with the Documentation will result in features and functionalities of the management plane of the Software will be degraded and/or blocked in addition to support entitlements for this Software being suspended (including access to Updates or Upgrades).

- **Assumption of Risk of Failure to Report.** Customer assumes any and all risks associated with the loss of any and all functionality and patch access when caused by Customer's failure to provide timely, unaltered Compliance Reports.

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.