



# VMware Private AI Foundation™ with NVIDIA

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## Program Name: *VMware Private AI Foundation with NVIDIA*

### 1. DEFINITIONS.

All terms defined in the VMware Licensing Glossary published on <https://docs.broadcom.com/doc/vmware-licensing-glossary> 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 (such as compute, storage, networking, security, management etc.), including related managed services, that a third party provider owns and makes available for use by customers (e.g. Amazon EC2, Dell APEX, Google GCP, HPE GreenLake, Microsoft Azure, Oracle OCI, etc.).

“**Core**” means a single physical computational unit of a Processor that is in a Server with a GPU.

“**Deemed Internal Purpose Application**” or “**DIPA**” means a software application that:

i) either:

- A) Customer has internally developed for use by its internal or external users (including Customer’s customers or partners), or
- B) Customer has procured from a third party for use by Customer’s internal or external users to perform a business operational task enabling those user’s use of or access to Customer’s products or services (Customer’s users as authorized in i) A) and B) collectively, “**DIPA Users**”;

ii) runs on Software but DIPA Users cannot access the Software or benefit from Software’s features or functionalities;

iii) is not ancillary to, embedded with, or packaged with a product or services that:

- A) has any features or functionalities that directly or indirectly are related to, complementary with, or competitive with, any features or functionalities of Software (including the management, delivery or hosting thereof), or
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Examples of DIPA applications include a financial institution Customer running an application on Software (that it developed or procured) for its banking customers to use to obtain information about their bank accounts, a grocery chain Customer running an application on Software (that it developed or procured) to operate its in-store point of sale machines, an airline running an application on Software that it developed or procured to operate self check-in kiosks in airports, and a software company Customer delivering their internally developed human resource software application that runs on Software in a cloud model to third party customers.

Examples of applications that are not DIPA applications include a service provider Customer hosting a third party's application on Software for its customers, a Customer running any application on Software to deliver hosted services, and a cloud services or infrastructure services (including when combining their own applications with Software) to third parties.

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

**"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.

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- **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.
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