



# VMware Private AI Foundation™ with NVIDIA

## Specific Program Documentation (“SPD”)

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

### 1. DEFINITIONS.

All terms defined in the Broadcom Software Glossary located at [legaldocs.broadcom.com](https://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 the Processor.

“**Internally Developed Application**” means: i) a computer applications that Customer has created or developed and (ii) a third-party computer application(s) that is ancillary to Customer’s application-based service, and (b) cannot be accessed directly by end users of Customer’s application-based service.

“**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 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.
- Customer may use Private AI Foundation with NVIDIA Software on a Server that contains up to the maximum number of Cores for which Customer has paid the applicable license fees.

### Use Rights and Limitations

- **General.** Customer must purchase VMware Cloud Foundation (VCF) separately to receive entitlement for Data Services Manager to manage PostgreSQL and pgvector.
- **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 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 Software for any other types of hosting or for the benefit of any third party in any manner is strictly prohibited unless Customer is an authorized participant in a VMware program that is governed by a separate set of terms and conditions which authorizes such activity.
- **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](https://techdocs.broadcom.com) or [legaldocs.broadcom.com](https://legaldocs.broadcom.com).