



VMware Private AI Foundation™ with NVIDIA

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 Private AI Foundation with NVIDIA*

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 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.
- Customer 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 what VMware Private AI Foundation with NVIDIA's said feature then allows.

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 or legaldocs.broadcom.com.