



VMware Site Recovery Manager

Specific Program Documentation (“SPD”)

The Broadcom software program (“**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 the Customer and the Broadcom entity (“**Broadcom**”) through which Customer obtained a license for 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 Site Recovery Manager*

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.

“**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.).

“**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
 - B) is any form of managed services or information technology services including hosting services, business process and infrastructure outsourcing services, support services, cloud services (excluding Customer’s internally developed applications delivered in a cloud model that meet all other conditions of the definition of DIPA), integration services, professional services etc.; and
- iv) is not commercializing or embedding any features or functionalities of Software in any manner (including extensions or expansions thereof).

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.

“**Protected Virtual Machine**” means the number of Virtual Machines being replicated using Software, regardless of whether the Virtual Machines are currently powered on.

“**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.

- **Licensing Metric.** Software is licensed based on the number of protected Virtual Machines (VMs).
- **Deployment.** License to Software is required at any site (including source and target sites) that contain Protected Virtual Machines.
- **Migration License.** Customer may use its license to Software as a Migration License (as defined in the Agreement) by using Software’s embedded evaluation mode feature for a maximum period allowed by that feature.
- **License Portability Entitlement.** Customer must not (and must not allow Customer’s Third-Party Agents to) use or deploy the Software on any Cloud Services except to the extent when Software is being used exclusively as an add-on to a license to VMware Cloud Foundation that has an entitlement which enables it to do so (in which case the right to use or deploy Software on any Cloud Services shall be the same as the right described in the SPD applicable to the said license to VMware Cloud Foundation).
- **Underlying Hardware.** Customer may only use Software on hardware that meets the then-current applicable Broadcom requirements for such hardware in the Documentation, the Broadcom Software Maintenance Policy Handbook, and the Broadcom Compatibility Guide found here: <https://compatibilityguide.broadcom.com>.
- **Hosting Rights and Restrictions.** Customer may use the Software to deliver its Deemed Internal Purpose 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.** License to Software includes entitlement to support and maintenance services that may only be used for Software licensed herein, and may not be used for any other software, including former offers of components of Software that Customer may have licensed separately.
- **Benchmarking.** Customer may use Software to conduct internal performance testing and benchmarking studies. Customer may only disclose, publish or distribute the results of the studies to third parties if Broadcom has reviewed and approved of the methodology, assumptions, and other parameters of the study prior to publication and distribution. Customer must submit such requests to vmware-benchmark.pdl@broadcom.com.

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.