

VMware Tanzu Data Services Specific Program Documentation (“SPD”)

The Broadcom software program(s) (“Broadcom Software” or “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 (including the VMware Licensing Glossary).

This offering consists of the following entitlements:

- VMware Tanzu Data Lake
- VMware Tanzu MySQL
- VMware Tanzu Postgres
- VMware Tanzu Valkey

This offering does not entitle usage of data services running on the Tanzu Platform.

1. DEFINITIONS.

All terms defined in the VMware Licensing Glossary located at <https://www.broadcom.com/company/legal/licensing> apply to this SPD unless specified herein.

2. USE RIGHTS AND LIMITATIONS.

The Software is licensed by Core and can be used up to the number of Cores stated in the Transaction Document. Cores are counted as used Physical Cores.

The Software is licensed as Subscription Software. Customer may use the Software and Support solely during the Subscription term. Customer must pay for all the Software Customer uses. Customer must provide usage data every six months during the Subscription term when requested by Broadcom.

At the end of the Subscription term, Customer may have the option to renew the Subscription licenses. If Customer does not renew, the Subscription licenses shall expire at the end of the Subscription term. Upon expiration or termination of Customer’s licenses to the Software, Customer must cease use of the Software, Documentation and Support and certify cessation of use to Broadcom. Broadcom may, at its discretion, retire Software and/or Support from time to time.

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.

