

VMware Tanzu Data Suite 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:

- Access to VMware Tanzu Greenplum, which is downloadable from the Broadcom Support Portal or other official Broadcom download channel
- Access to VMware Tanzu Gemfire, which is downloadable from the Broadcom Support Portal or other official Broadcom download channel
- Access to complimentary management tools provided for VMware Tanzu Greenplum or VMware Tanzu Gemfire provided by Broadcom from the Broadcom Support Portal

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.

“**Disaster Scenario**” means a natural or human-induced disaster making the Primary Site unusable or unavailable temporarily or permanently.

“**Failover Process**” means resuming operations in a Spare Failover Environment in the event of a Disaster Scenario.

“**Spare Failover Environment**” means computing infrastructure that is used only in the event of a Disaster Scenario to resume business operations.

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 VMware.

VMware may, at its discretion, retire Software and/or Support from time to time.

The Broadcom Software can be used in a Spare Failover Environment for up to 10 days per year for the purpose of testing the Failover Process for Disaster Scenarios. Otherwise, all systems where the Broadcom Software is installed must be licensed.

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.

