

VMware VeloCloud SD-WAN

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.

Program Name: VMware VeloCloud SD-WAN

1. DEFINITIONS

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

“**Active Connection**” means any connection between (1) any Appliance, (2) any workloads running on Public Cloud Services or on Customer’s Servers, or (3) any User.

“**Appliance**” means any device that runs SD-WAN Software.

“**Concurrent Connections**” means the total number of Active Connections accessing or using the Broadcom Software at any given time.

“**Device**” means the VMware branded or VeloCloud branded VMware SD-WAN™ by VeloCloud® networking equipment, including components, options and spare parts, listed on VMware’s commercial price list, as specified in the Transaction Document.

“**Edge**” means a single virtualized device that connects the Customer’s network branches and data centers with secure and optimized overlay tunnels.

“**Named User**” means Customer’s single designated User.

“**Software Gateway Instance**” is a virtual network function that delivers network services and provides optimized data paths to applications, network branches and data centers.

“**Third Party Agent**” means a third-party delivering information technology services to Customer pursuant to a written contract with Customer.

“**User**” means Customer’s employee, contractor or Third-Party Agent who has been authorized by Customer to use the Broadcom Software in accordance with the terms of the Agreement.

“**Orchestrator**” The VMware SD-WAN Orchestrator is software that provides centralized enterprise-wide installation, configuration, and real-time monitoring in addition to orchestrating the data flow through the cloud network.

2. USE RIGHTS AND LIMITATIONS

If Customer purchased a license to VMware SD-WAN (any edition), Customer may use the Broadcom Software for up to the number of Edges for which Customer has paid the applicable license fees up to the licensed bandwidth.

The Broadcom Software and all optional software add-ons are licensed as Subscription Software. Customers may use the Broadcom Software solely during the Subscription Term. Customer's Subscription Term will begin on the date that Broadcom accepts Customer's Transaction Document. The Subscription Term may begin prior to installation of the Device(s) in Customer's location. Broadcom may permit Customer to continue to use the Broadcom Software for an additional period, not to exceed 30 days, after expiration of Customer's committed Subscription Term, at no additional cost, if Customer's Subscription Term began prior to installation of the Device(s). All terms, other than payment of fees, will continue to apply during any extended use term.

Optional Add-ons.

VMware VeloCloud SD-WAN Gateway Instance. VMware VeloCloud SD-WAN Gateway Instance software may be purchased as an optional add-on to VMware VeloCloud SD-WAN Standard or VMware VeloCloud SD-WAN Enterprise or VMware VeloCloud SD-WAN Premium. If Customer purchased a license to VMware VeloCloud SD-WAN Gateway Instance, Customer may use the Broadcom Software for up to the number Broadcom Software Gateway Instances for which Customer has paid the applicable license fees. The Subscription Term of Customer's license to VMware VeloCloud SD-WAN Gateway Instance will have the same Subscription Term of Customer's license to VMware VeloCloud SD-WAN Standard or Enterprise or Premium.

VMware VeloCloud SD-WAN Edge Enhanced Firewall Services. VMware VeloCloud SD-WAN Edge Enhanced Firewall Services software may be purchased as an optional add-on to VMware VeloCloud SD-WAN Standard, VMware VeloCloud SD-WAN Enterprise or VMware VeloCloud SD-WAN Premium. If Customer purchased a license to VMware VeloCloud SD-WAN Edge Enhanced Firewall Services, Customer may use the Broadcom Software for up to the number of Edge for which Customer has paid the applicable license fees. The Subscription Term of Customer's license to VMware VeloCloud SD-WAN Edge Enhanced Firewall Services will have the same Subscription Term of Customer's license to VMware VeloCloud SD-WAN Standard, VMware VeloCloud SD-WAN Enterprise or VMware VeloCloud SD-WAN Premium.

Equipment. The Broadcom Software is installed on Devices. Use of the Device(s) that is/are purchased or rented is subject to the Hardware terms set forth in the Agreement.

Export restrictions and restrictions on use of VMware VeloCloud SD-WAN Software. VMware VeloCloud SD-WAN Software is of United States Origin and contains some features (including features which support network infrastructure) which result in the application of stricter export control classifications pursuant to the United States Export Administration Regulations (EAR). For some uses of the VMware VeloCloud SD-WAN Software, such as for use by "More Sensitive" Government End Users as defined in Part 772 of the EAR, there may be restrictions or prohibitions applicable to Customer's proposed use of the Broadcom Software if that use is in or for certain Group D:1 countries (which include China or Russia) where Broadcom's Bulk Export License may not be used. Customer is responsible for ensuring that its proposed use of the VMware VeloCloud SD-WAN Software is not in violation of applicable United States or local law.

This section applies to use of VMware VeloCloud SD-WAN Software either standalone or when used as part of a Broadcom Software bundle or suite.

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 <http://legaldocs.broadcom.com/>.