



VMware vSAN

Specific Program Documentation (“SPD”)

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Program Name: *VMware vSAN*

1. DEFINITIONS.

All terms defined in the Broadcom Software Glossary located at legaldocs.broadcom.com apply to this SPD unless specified herein.

“**Cluster**” is a software grouping of Servers running vSphere and/or vSAN for the purpose of resource sharing.

“**Core**” means a single physical computational unit of the Processor.

“**iSCSI Support**” means using the vSAN datastore as an iSCSI target to present storage to a Server not in the Cluster running vSAN.

“**Instance**” means a single installation of the Software on a physical server or Virtual Machine.

“**Internally Developed Application**” means a computer application that: i) Customer has created or developed for use by third parties as ancillary to one of Customer’s products or services, ii) is deployed on Software but the third party users cannot access the Software or benefit from the Software’s features and functionalities directly, iii) is not ancillary to or a part of a product or services that directly or indirectly is related to, or competitive with, the features or functionalities of the Software (including the management, delivery or hosting thereof), and iv) is unrelated to the internal use of the third party users. Examples of Internally Developed Applications include a financial institution building an application for its retail banking customers to obtain information about their bank accounts, a grocery chain building an application that operates their in-store point of sale machines, an airline company building an application that operates the self-check in kiosks in airports etc.

“**Processor**” means a single, physical chip that houses at least one Core that can execute computer programs.

“Rack” means a frame or enclosure for mounting or containing a number of compute servers (or blades) and optionally a number of networking equipment, storage devices (e.g., JBODs), power and cooling modules.

“Server” means a hardware system capable of running the server software. A hardware partition or blade is considered a separate hardware system.

“Stretched Cluster” means a deployment model in which a single compute and/or Cluster with three or more Servers spans more than one Rack and uses a vSAN Witness Appliance to maintain availability to users in the event of a Rack or site failure.

“TiB” means a unit of physical storage capacity that is equal to 2⁴⁰ bytes.

“Virtual Machine” means a software container that can run its own operating system and execute applications like a physical machine.

“vSAN Witness Appliance” means preconfigured virtual machine that runs ESXi and is distributed as an open virtualization appliance file and is used to help support specific vSAN deployments.

2. USE RIGHTS AND LIMITATIONS.

License Metrics

- VMware vSAN (“vSAN”) is subscription software licensed on a per TiB license metric.
- Customer must license all raw physical storage that is claimed by vSAN on all the Servers in the vSAN Cluster.
- Customer may use vSAN in Clusters for up to the number of TiBs for which Customer has paid the applicable license fees.
- Customer may use its license to vSAN as a Migration License (as defined in the Agreement) by using vSAN’s embedded evaluation mode feature for a maximum period of then-currently supported by Software.

Use Rights and Limitations

- vSAN can only be used as i) an add-on to VMware vSphere Foundation, add-on to VMware Cloud Foundation, or ii) with respect to legacy vSphere and VCF products sold prior to December 13th, 2023 for which the Customer has a valid Support and Subscription agreement with Broadcom (for clarity, the right to use under (ii) will cease and cannot be renewed upon the expiration or termination of the said Support and Subscription agreement).
- **vSAN Cluster Expansion or Renewal Exception.** If the total number of vSAN TiB license entitlements from vSAN, VCF, and/or VVF subscriptions purchased for the hosts added to, or renewed in, the vSAN Cluster using license entitlements from legacy offers licensed on a per CPU or per Core license metric are greater than, or equal to, the total number of Processors in the vSAN Cluster, Customer has permission to use any excess entitlements, then-currently supported by Software, from the vSAN subscription purchase to apply to the entire vSAN Cluster, consisting of existing and new or renewed hosts, for the sole reason to enable vSAN Cluster expansion or renewal. At the time that the legacy offers’ Support and Subscription agreement expire, Customer must purchase vSAN, VCF and/or VVF subscriptions and apply the license entitlements for the hosts in the vSAN Cluster that were previously using the license entitlements from the legacy offers.
- **License Portability Entitlement.** Except for licenses obtained through a Value-Added OEM or through a Broadcom cloud provider program (e.g. VMware Cloud Service Provider, Metal-as-a-Service), a customer may use or deploy the Software on any Cloud Services, provided that the customer is using vSAN as an add-on to VMware Cloud Foundation. In the event a Customer uses or deploys any Software on a Cloud Service from a third party vendor under a Cloud Provider Program, that Customer agrees to receive Support (as defined in the Agreement) from that partner in lieu of Broadcom.
- **iSCSI Support.** Customer may only use the iSCSI Support feature in vSAN with physical, non-virtualized Servers. The iSCSI Support feature supports Microsoft clustering with shared disks. Initiators can be either from virtual machines or physical servers. For guest initiators in virtual machines, those virtual machines can be residing on:
 - The same vSAN Cluster that provides this iSCSI Support feature; or
 - An external vSAN or vSphere Cluster.
 The iSCSI Support is limited to a maximum of 128 sessions per Server, a maximum of 128 targets per Cluster, and a maximum of 1024 logical unit numbers (LUNs) per cluster. Raw device mapping (RDMs) for Microsoft Windows Server Failover Clustering (WSFC) using iSCSI target service is not officially supported on vSAN.

- **Hosting Rights and Restrictions.** Customer may use the Software to deliver its Internally Developed 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.** 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.
- **vSAN Legacy Perpetual License Upgrade Restrictions.** vSAN perpetual licenses are entitled to only upgrade through the 8.x version release. vSAN perpetual licenses are not entitled to upgrade to the next major release. If customers want to access the next major release, they will need to purchase a new vSAN subscription offer.

Compliance Reporting for Software Versions 9.0 or above.

- **Mandatory Compliance Reporting.** Customer who install, use or deploy versions 9 or above of Software must provide Broadcom with a Compliance Report (as defined above) for that version of Software 180 days from the commencement date of the subscription and every 180 days thereafter by ensuring that the Compliance Report files generated by the Software are either transmitted by the Software or uploaded by Customer in accordance with the product Documentation.
- **Failure to Report.** Customer's failure to transmit or upload a timely, unaltered Compliance Report, in accordance with the Documentation will result in features and functionalities of the management plane of the Software will be degraded and/or blocked in addition to support entitlements for this Software being suspended (including access to Updates or Upgrades).
- **Assumption of Risk of Failure to Report.** Customer assumes any and all risks associated with the loss of any and all functionality and patch access when caused by Customer's failure to provide timely, unaltered Compliance Reports.

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.