



VMware vSAN

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.

The version of the SPD published on legaldocs.broadcom.com on the date that Broadcom accepts the Customer’s Transaction Document for Broadcom Software applies to the version of Broadcom Software in that Transaction Document. If Customer installs a release of Broadcom Software that Broadcom provides as part of Support services, then the then-current version of the SPD published on legaldocs.broadcom.com on the date Customer installs that release applies to that release of Broadcom Software.

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 what vSAN’s said feature then allows.

Use Rights and Limitations

- vSAN can only be used as i) an add-on to VMware vSphere Foundation, add-on to VMware Cloud Foundation, add-on to VMware vSphere Foundation for VDI or ii) with respect to legacy vSphere and VCF products 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 number of total vSAN 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 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 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.
- **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.

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.