VMware vSphere Essentials Plus

Specific Program Documentation ("SPD")

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Program Name: *VMware vSphere Essentials Plus*

1. DEFINITIONS.

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

"**BIOS**" means the Basic Input Output System, a set of routines that boots the operating system and sets up the hardware of the Processor.

"**Cloud Services**" means computing infrastructure and platform services (such as compute resources, storage capabilities, databases or virtual machines and other computing infrastructure and platforms services) that a third party makes available for consumption by customers.

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

"**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.

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

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

2. USE RIGHTS AND LIMITATIONS.

License Metrics

- VMware vSphere Essentials Plus is subscription software licensed on a per Core license metric with a minimum licensing requirement of 16 Cores per Processor.
- VMware vSphere Essentials Plus is sold in a 96-core license pack.
- Each Core on the Server must be licensed, including Cores deactivated by the BIOS. The required number of Core licenses equals the number of Cores on the Server, subject to the minimum of 16 Core licenses per Processor.
- Customer may use vSphere Essentials Plus software on a Server that contains up to the maximum number of Cores for which Customer has paid the applicable license fees.
- Customer may use its license to vSphere Essentials Plus as a Migration License (as defined in the Agreement) by using vSphere Essentials Plus's embedded evaluation mode feature for a maximum period of what vSphere Essentials Plus's said feature then allows.

Use Rights and Limitations

- **vCenter Server.** Customers may only use the VMware vCenter Server Essentials entitlement included in this VMware vSphere Essentials Plus license solely to manage up to three (3) Servers, with each Server having up to two (2) Processors, each Processor with up to thirty-two (32) Cores. Customer may only use VMware vCenter Server provided with this VMware vSphere Essentials Plus license to manage Servers running a copy of VMware vSphere included with this VMware vSphere Essentials Plus license.

- **Restrictions on Use with Public Cloud Services.** Customer must not (and must not allow Customer's Third-Party Agents to) use or deploy the Software on any Cloud Services.

- **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.

- **VMware Tools.** VMware Tools is a suite of utilities and drivers that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine in conjunction with a vSphere hypervisor. Customer may not use VMware Tools with any other hypervisor. Customer may distribute the VMware Tools to third parties solely when installed in a Guest Operating System within a Virtual Machine. Customer is liable for compliance by those third parties with the terms and conditions of the Framework Agreement.