



## VMWARE SOFTWARE EXHIBIT

Last updated: 16 June 2022

This Software Exhibit to the General Terms applies if Customer purchases Software.

### 1. SOFTWARE.

- 1.1. **License Grant.** VMware grants Customer a non-exclusive, non-transferable license to: (a) deploy the number of Software licenses stated in the Order within the Territory; and (b) use the Software and the Documentation during the term of the license, solely for Customer's internal business operations and subject to the provisions of the Product Guide. Licenses granted to Customer are for use of object code only. "**Territory**" means the country or countries in which Customer has been invoiced, unless more broadly defined in the Product Guide. If the Territory for Software includes any European Economic Area member states or the United Kingdom, Customer may deploy that Software throughout the European Economic Area and the United Kingdom.
- 1.2. **Third-Party Agents.** Customer may permit Third-Party Agents to deploy and use the Software on Customer's behalf solely to deliver services to Customer.
- 1.3. **Copying Permitted.** Customer may copy the Software and Documentation as necessary to deploy and use the number of copies licensed, but otherwise for archival purposes only.
- 1.4. **Migrations.** Customer may request licenses to the Software that may be used only to upgrade or replace hardware, change data centers, or upgrade to a newer version of the Software ("**Migration Licenses**"). Customer may only use Migration Licenses for the period granted by VMware. Migration Licenses to the Software are provided "AS IS" without indemnification, support, or warranty of any kind, express or implied. VMware's aggregate liability (excluding indirect damages, for which VMware expressly disclaims all liability) for any claim arising from Customer's use of the Migration Licenses will not exceed \$5,000 USD.
- 1.5. **Cloud Services.** If the Software includes a Cloud Service component or if a Software bundle includes a Cloud Service entitlement, that Cloud Service is subject to the Cloud Services Exhibit.

2. **LICENSE RESTRICTIONS.** Customer must not, and must not allow any third party to: (a) make the Software available in any form to any third parties, except as specified in section 1.2 of this Exhibit (Third-Party Agents); (b) transfer or sublicense the Software or Documentation to any third party (including an Affiliate), except as expressly permitted in section 11.1 of the General Terms (Transfer and Assignment); (c) modify, translate, enhance, or create derivative works from the Software; (d) reverse engineer, decompile, or otherwise attempt to derive source code from the Software, except to the extent permitted by applicable law; or (e) remove any copyright or other proprietary notices.

### 3. RECORDS AND REPORTING.

- 3.1. **VERIFICATION.** Customer must cooperate with VMware to show compliance with the Agreement. VMware (or a third party engaged by VMware) may verify that compliance once in any 12-month period with reasonable prior notice and without unreasonably interfering with Customer's business activities. If verification reveals an underpayment of more than five percent of the Software fees payable by Customer during the period reviewed, Customer must reimburse VMware for reasonable costs incurred.
  - 3.2. **REPORTING.** Upon request by VMware at least 90 days prior to the expiration of Customer's entitlement to Support Services or Subscription Software, Customer must report to VMware by e-mail to [LicenseAdvisory@vmware.com](mailto:LicenseAdvisory@vmware.com) the number of Software licenses Customer has deployed and information reasonably requested by VMware.
4. **SUPPORT SERVICES.** VMware will provide Support Services in accordance with the Support Services Guide and related policies available at [www.vmware.com/support/policies](http://www.vmware.com/support/policies). Customer's use of a Subscription Service release (as described in the Support Services Guide) will be subject to the terms of the Product Guide on the date Customer first installs that release.