VMWARE
PRODUCT GUIDE

OCTOBER 2012

vmware®

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1. Terms Applicable to All Products

The terms set forth in this VMware Product Guide ("***Product Guide***") apply to any VMware products licensed by you ("***You***") under an end user license agreement or software module agreement ("***License Agreement***") that references this Product Guide. For the purposes of this Product Guide, "**VMware**" means VMware, Inc., a Delaware corporation, if You are purchasing Software for use in the United States and VMware International Limited, a company organized and existing under the laws of Ireland, for all other purchases.

The terms of this Product Guide shall supersede and control over any conflicting or additional terms and conditions of any License Agreement, order document, acknowledgement or confirmation, or other document issued by You, unless VMware executes a written agreement with You expressly indicating: (a) that such document shall modify this Product Guide; or (b) that the terms of such other document shall supersede and control in the event of any inconsistency.

As used in this Product Guide:

"***Documentation***" means that documentation that is generally provided to You by VMware with the Software, as revised by VMware from time to time, and which may include end user manuals, operation instructions, installation guides, release notes, and on-line help files regarding the use of the Software.

"***Software***" means the VMware computer programs listed on VMware's commercial price list to which You acquire a license under an ordering document accepted by VMware, together with any software code relating to the foregoing that is provided to You pursuant to a support and subscription service contract and that is not subject to a separate license agreement.

LICENSE METRIC SUMMARY TABLE

This table lists the applicable license metrics for the VMware products included in this Product Guide. These notes are for reference purposes only. Please refer to the product specific section of the Product Guide for more information.

DATA CENTER AND CLOUD INFRASTRUCTURE	LICENSE METRIC
VMware vSphere 5.1	Per Processor
VMware vSphere 5.0	Per Processor
VMware vSphere Update Manager	
VMware vCloud Director 5.1	Per Powered-On Virtual Machine
VMware vCloud Director 5.0	Per Powered-On Virtual Machine
VMware vSphere Storage Appliance	Per Instance
INFRASTRUCTURE AND OPERATIONS MANAGEMENT	**LICENSE METRIC**
VMware vCenter Operations Manager	Per Managed System, Per Network Device or Per Storage Capacity
VMware vCenter Infrastructure Navigator	Per Virtual Machine
VMware vCenter Server 5.1	Per Server
VMware vCenter Server 5.0	Per Server
VMware Server	Per Server
VMware vCenter Lifecycle Manager	Per Processor
VMware vCenter Converter	See Product Guide section.
VMware vCenter Configuration Manager	Per Managed System
VMware vCenter Site Recovery Manager	Per Protected Virtual Machine
VMware vCenter Lab Manager	Per Server
VMware vCenter CapacityIQ	See Product Guide section.
VMware vCenter Server Heartbeat	Per Protected vCenter Server
SECURITY PRODUCTS	**LICENSE METRIC**
VMware vCloud Networking and Security 5.1	Per Secured Virtual Machine
VMware vShield Edge	Per Secured Virtual Machine
VMware vShield Endpoint	Per Secured Virtual Machine
VMware vShield App	Per Secured Virtual Machine
APPLICATION MANAGEMENT	**LICENSE METRIC**
VMware vCenter AppSpeed	Per Processor
VMware vCenter Application Discovery Manager	Per Managed System
DESKTOP AND END USER COMPUTING	**LICENSE METRIC**
VMware View Manager	Per Managed Concurrent Connections
VMware ThinApp	See Product Guide section.
VMware ThinApp Started Edition	See Product Guide section.
VMware ThinApp Virtualization Packager	Per Device
VMware Workstation	Per Computer
VMware ACE	Per Server
VMware Fusion	Per Computer
VMware Player	See Product Guide section.
VMware Zimbra	Per Mailbox
Socialcast On Premise	Per Named User
VMware Mirage	Per Named User
CLOUD APPLICATION PLATFORM	**LICENSE METRIC**
VMware vFabric Suite	Per Virtual Machine
VMware vFabric Application Director 1.0	Per Processor and/or Machines
VMware vFabric RabbitMQ	Per Processor
VMware vFabric GemFire	Per Processor
VMware vFabric SQLFire	Per Processor
VMware vFabric AppInsight	Per Virtual Machine
VMware vFabric Postgres	Per Virtual Machine

VMware vFabric tc Server, Hyperic, Enterprise Ready Server and Web Server	Per Processor and/or Machines
VMware SpringSource	Per Processor and/or Machines
VMware vFabric Data Director	Per Virtual Machine
IT BUSINESS MANAGEMENT	**LICENSE METRIC**
VMware vCenter Chargeback Manager	Per Powered-On Virtual Machine
VMware Service Manager	Per Concurrent User and/or Named User
SMB PRODUCTS	**LICENSE METRIC**
VMware vCenter Protect Update Catalog	Per Managed System
VMware vCenter Protect Standard, Standard Console and Advanced	Per Managed System
VMWARE ITBM AND ITFM	**LICENSE METRIC**
VMware IT Business Manager – On-Premises Software Edition	Per Named User
VMware IT Financial Manager– On-Premises Software Edition	Per Named User

PRODUCT BUNDLES AND SUITES SUMMARY TABLE

This table lists the applicable components for VMware product bundles and suites. These notes are for reference purposes only. Please refer to your specific order form for complete product information.

DESCRIPTION OF SOFTWARE
VMWARE VIEW
VMware View Premier Starter Kit (VMware vSphere for Desktops, VMware vCenter Server, VMware View Manager, VMware vShield Endpoint, VMware ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation)
VMware View Premier 100 Pack (VMware vSphere for Desktops, VMware vCenter Server, VMware View Manager, VMware vShield Endpoint, VMware ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation)
VMware View Premier 10 Pack (VMware vSphere for Desktops, VMware View Manager, VMware vShield Endpoint and VMware ThinApp Client)
VMware View Enterprise Starter Kit (VMware vSphere for Desktops, VMware vCenter Server and VMware View Manager)
VMware View Enterprise 100 Pack (VMware vSphere for Desktops, VMware vCenter Server and VMware View Manager)
VMware View Enterprise 10 Pack (VMware vSphere for Desktops and VMware View Manager)
VMware View Enterprise to VMware View Premier Upgrade 10 Pack (VMware View Manager, VMware vShield Endpoint and VMware ThinApp Client)
VMware View Enterprise to VMware View Premier Upgrade 100 Pack (VMware View Manager, VMware vShield Endpoint, VMware ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation)
VMware View Premier Add-On 10 Pack (VMware View Manager, VMware vShield Endpoint, VMware ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation)
VMware View Premier Add-On 100 Pack (VMware View Manager, VMware vShield Endpoint, VMware ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation)
VMware View Enterprise Add-On 10 Pack (VMware View Manager)
VMware View Enterprise Add-On 100 Pack (VMware View Manager)
VMware View Enterprise Add-On to Premier Add-On 10 Pack (VMware View Composer, VMware vShield Endpoint, and VMware ThinApp Suite)
VMware View Enterprise Add-On to Premier Add-On 100 Pack (VMware View Composer, VMware vShield Endpoint, and VMware ThinApp Suite)
VMware View Enterprise Add-on 10 Pack to VMware View Enterprise Starter Kit 10 Pack (VMware vSphere for Desktops, VMware vCenter Server and VMware View Manager)
VMWARE THINAPP
VMware ThinApp Suite (ThinApp Virtualization Packager, VMware Workstation and VMware ThinApp Client)
VMware ThinApp Client to View Premier Add-On 10 Pack (VMware View Composer, VMware vShield Endpoint, and VMware ThinApp Suite)
VMWARE VCLOUD
VMware vCloud Suite Standard (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector, VMware vCloud Networking and Security Standard)
VMware vCloud Suite Advanced (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector, VMware vCloud Networking and Security Advanced, vCenter Operations Management Suite Advanced)
VMware vCloud Suite Enterprise (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector, VMware vCloud Networking and Security Advanced, vCenter Operations Management Suite Enterprise, vFabric Application Director, vCenter Site Recovery Manager Enterprise)
Upgrade - VMware vSphere Standard to vCloud Suite Standard (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector, VMware vCloud Networking and Security Standard)
Upgrade -VMware vSphere Standard to vCloud Suite Advanced (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector, VMware vCloud Networking and Security Advanced, vCenter Operations Management Suite Advanced)
Upgrade -VMware vSphere Standard to vCloud Suite Enterprise (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector, VMware vCloud Networking and Security Advanced, vCenter Operations Management Suite Enterprise, vFabric Application Director, vCenter Site Recovery Manager Enterprise)

DESCRIPTION OF SOFTWARE
Upgrade -VMware vSphere Enterprise to vCloud Suite Standard (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector, VMware vCloud Networking and Security Standard)
Upgrade -VMware vSphere Enterprise to vCloud Suite Advanced (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector, VMware vCloud Networking and Security Advanced, vCenter Operations Management Suite Advanced)
Upgrade -VMware vSphere Enterprise to vCloud Suite Enterprise (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector, VMware vCloud Networking and Security Advanced, vCenter Operations Management Suite Enterprise, vFabric Application Director, vCenter Site Recovery Manager Enterprise)
Upgrade -VMware vSphere Enterprise Plus to vCloud Suite Standard (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector, VMware vCloud Networking and Security Standard)
Upgrade -VMware vSphere Enterprise Plus to vCloud Suite Advanced (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector, VMware vCloud Networking and Security Advanced, vCenter Operations Management Suite Advanced)
Upgrade -VMware vSphere Enterprise Plus to vCloud Suite Enterprise (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector, VMware vCloud Networking and Security Advanced, vCenter Operations Management Suite Enterprise, vFabric Application Director, vCenter Site Recovery Manager Enterprise)
Upgrade -VMware vCloud Suite Standard to vCloud Suite Advanced (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector, VMware vCloud Networking and Security Advanced, vCenter Operations Management Suite Advanced)
Upgrade -VMware vCloud Suite Standard to vCloud Suite Enterprise (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector, VMware vCloud Networking and Security Advanced, vCenter Operations Management Suite Enterprise, vFabric Application Director, vCenter Site Recovery Manager Enterprise)
Upgrade -VMware vCloud Suite Advanced to vCloud Suite Enterprise (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector, VMware vCloud Networking and Security Advanced, vCenter Operations Management Suite Enterprise, vFabric Application Director, vCenter Site Recovery Manager Enterprise)
Upgrade -VMware vSphere Hypervisor to vCloud Suite Standard (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector, VMware vCloud Networking and Security Standard)
Upgrade -VMware vSphere Hypervisor to vCloud Suite Advanced (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector, VMware vCloud Networking and Security Advanced, vCenter Operations Management Suite Advanced)
Upgrade -VMware vSphere Hypervisor to vCloud Suite Enterprise (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector, VMware vCloud Networking and Security Advanced, vCenter Operations Management Suite Enterprise, vFabric Application Director, vCenter Site Recovery Manager Enterprise)
VMware vCenter Operations Management Standard (VMware vCenter Operations Manager)
VMware vCenter Operations Management Suite Advanced (VMware vCenter Operations Manager)
VMware vCenter Operations Management Suite Enterprise (VMware vCenter Operations Manager, VMware vCenter Configuration Manager for VMware vSphere platform, VMware vCenter Infrastructure Navigator, VMware Chargeback)
VMware vCenter Operations Management Suite Enterprise Plus   (VMware vCenter Operations Manager, VMware vCenter Configuration Manager, VMware vCenter Infrastructure Navigator, VMware Chargeback)
VMWARE MIRAGE
VMware Mirage Bundle for 10 named Users (Desktop Recovery + Repair and Image Management)
VMware Mirage Bundle for 100 named Users (Desktop Recovery + Repair and Image Management)
VMWARE HORIZON APPLICATION MANAGER
VMware Horizon Application Manager – 10 Pack or 100 Pack (VMware Horizon Application Manager, VMware ThinApp Virtualization Packager, and VMware ThinApp Client)
VMWARE VCENTER BUSINESS PRODUCTION
VMware vCenter Business Production Bundle (VMware vCenter Operations Management Suite Enterprise, VMware vShield App, VMware vShield App with Data Security and VMware vCenter Site Recovery Manager)

2. DATA CENTER AND CLOUD INFRASTRUCTURE

2.1 VMware vSphere 5.1

Definitions

"**Powered-On Virtual Machine**" means a Virtual Machine in an active power state and executing computing instructions.

"**Processor**" means a single, physical chip that houses a central processing unit that can execute computer programs.

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

2.1.1 General License Notes for VMware vSphere 5.1

You may use the Software on a Server that contains up to the maximum number of Processors for which you have paid the applicable license fees.

Hosting Rights and Restrictions. Notwithstanding anything to the contrary in this EULA, You may use the Software to deliver "internally developed applications" as a service to third parties via an internal or external network. An "internally developed application" is: (i) a computer application that You have created or developed, and (ii) a third party computer application(s) that (a) is ancillary to your application-based service, and (b) cannot be accessed directly by end users of your application-based service. Except as expressly provided in this paragraph and Section 3.1 of the EULA, 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 unless You are an authorized participant in a VMware program that is governed by a separate set of terms and conditions which authorizes such activity.

vStorage API for Array Integration (VAAI). You may use storage arrays that are certified for VAAI only with VMware vSphere Enterprise or Enterprise Plus editions.

Third Party Multipathing. You may use multipathing extensions module only with VMware vSphere Enterprise or Enterprise Plus editions.

vSphere Auto Deploy. You may use this feature only if You have licensed VMware vSphere Enterprise Plus edition.

vSphere View Accelerator. You may use this feature only if You have licensed VMware vSphere Enterprise Plus edition.

vSphere Replication. You may use this feature only if You have licensed any of the following editions of VMware vSphere: VMware vSphere Standard, VMware vSphere Standard with Operations Management, VMware vSphere Enterprise, VMware vSphere Enterprise Plus, VMware vSphere Essentials Plus or VMware vSphere Essentials Plus for Retail and Branch Offices.

vSphere Data Protection. You may use this feature only if You have licensed any of the following editions of VMware vSphere: VMware vSphere Standard, VMware vSphere Standard with Operations Management, VMware vSphere Enterprise, VMware vSphere Enterprise Plus, VMware vSphere Essentials Plus or VMware vSphere Essentials Plus for Retail and Branch Offices. IN NO EVENT WILL EMC CORPORATION AND ITS SUPPLIERS

BE LIABLE TO YOU OR OTHER THIRD PARTIES FOR ANY DAMAGES IN CONNECTION WITH ANY EMC SOFTWARE INCLUDED WITH THE VSPHERE DATA PROTECTION SOFTWARE LICENSED TO YOU UNDER THIS EULA. The first sentence of Section 10.4 shall apply in the event that (i) VMware terminates this EULA under Section 10, (ii) this EULA terminates upon the termination of the License Term, or (iii) the License Key period for evaluation licenses expires.

2.1.2 Product Edition/Suite Specific License Notes

VMware vCloud Suite – Standard, Advanced and Enterprise (collectively, the **"vCloud Suite"**)

In addition to the general license notes above, if You purchase a license to VMware vSphere as a part of the vCloud Suite, the following terms apply:

(a) If You exceed the number of Processors permitted under Your license to VMware vSphere, You must purchase additional licenses to the vCloud Suite edition under which You received VMware vSphere;

(b) You must purchase support and subscription services for the vCloud Suite under the Services Terms in order to receive any VMware vSphere upgrades or updates. If You purchase support and subscription services for the vCloud Suite, You will receive support and subscription services for VMware vSphere as set forth in the Services Terms as a part of the vCloud Suite, and You will not be entitled to receive any support or subscription services for VMware vSphere on a standalone basis; and

(c) Your license to use the other applications in the vCloud Suite ("**Non-vSphere Applications in the vCloud Suite**") is restricted solely to the Virtual Machines that reside on a Processor that is running a copy of VMware vSphere licensed to You under the same vCloud Suite edition as the Non-vSphere Applications in the vCloud Suite. Your license to use the Non-vSphere Applications in the vCloud Suiteis subject to Your compliance with the terms and conditions of Your license to VMware vSphere as a part of the vCloud Suite.

VMware vSphere Standard with Operations Management

In addition to the general license notes above, if You purchase a license to VMware vSphere as a part of VMware vSphere Standard with Operations Management, the following terms apply:

If You purchase a license to VMware vSphere Standard with Operations Management, Your license to use the other applications provided with VMware vSphere Standard with Operations Management ("**Non-vSphere Applications**") is restricted solely to the Virtual Machines that reside on a Processor that is running a copy of VMware vSphere licensed to You as a part of VMware vSphere Standard with Operations Management. Your license to use the Non-vSphere Applications is subject to Your compliance with the terms and conditions of Your license to VMware vSphere as a part of VMware vSphere Standard with Operations Management.

You must purchase support and subscription services for the VMware vSphere Standard with Operations Management under the Services Terms in order to receive any VMware vSphere upgrades or updates. If You purchase support and subscription services for the vSphere Standard with Operations Management, You will receive support and subscription services for VMware vSphere as set forth in the Services Terms as a part of VMware vSphere Standard with Operations Management, and You will not be entitled to receive any support or subscription services for VMware vSphere on a standalone basis.

VMware vSphere Essentials and VMware vSphere Essentials Plus (collectively, the "**Essentials Kit**")

In addition to the general license notes above, if You purchase a license to VMware vSphere as a part of the Essentials Kit, the following terms apply:

You may only use VMware vSphere included in the Essential Kit for up to three (3) Servers, with each Server having up to two (2) Processors. If you use VMware vCenter Server to manage Servers running a copy of VMware

vSphere provided with the Essentials Kit, such Servers may only be managed by VMware vCenter Server provided with the Essentials Kit.

VMware vSphere Essentials for Retail and Branch Offices
VMware vSphere Essentials Plus for Retail and Branch Offices
VMware vSphere Essentials Plus with vSphere Storage Appliance for Retail and Branch Offices
(collectively, the " **ROBO Kit**")

In addition to the general license notes above, if You purchase a license to VMware vSphere as a part of the ROBO Kit, the following terms apply:

You may only use VMware vSphere included in the ROBO Kit for up to three (3) Servers per physical building, with each Server having up to two (2) Processors. The number of physical buildings with Servers may not exceed the number of Your ROBO Kit licenses.

VMware vSphere Hypervisor

Notwithstanding the terms above, if You receive a license to VMware vSphere as a part of VMware vSphere Hypervisor, the following terms apply:

You may only use VMware vSphere on a Server that has up to 32GB of physical RAM.

VMware vSphere Desktop

In addition to the general license notes above, if You purchase a license to VMware vSphere as a part of VMware vSphere Desktop, the following terms apply:

You may only use VMware vSphere Desktop to host (i) a virtual desktop infrastructure for up to the number of Desktop Virtual Machines for which You have paid the applicable license fees, and (ii) associated desktop management and monitoring tools. VMware vSphere Desktop is not subject to a processor limitation. "**Desktop Virtual Machine**" is a hosted Virtual Machine with one of the following Windows operating systems: XP, Vista, and 7.

VMware View

"**Desktop Virtual Machine**" is a hosted Virtual Machine with one of the following Windows operating systems: XP, Vista, and 7.

"**Powered On Desktop Virtual Machine**" means a Desktop Virtual Machine receiving a remote connection from a device or running locally on a device.

In addition to the general license notes above, if You purchase a license to VMware vSphere as a part of VMware View, the following terms apply:

You may only use VMware vSphere for up to the total number of Powered On Desktop Virtual Machines for which You have paid the applicable license fees. Your use of VMware vSphere for VMware View is limited to hosting Desktop Virtual Machines and running VMware products which are included in the applicable VMware View edition, or third party connection brokers and desktop management and monitoring tools. Your use of individual features included in a specific VMware View edition is limited to that edition. The use of individual features interchangeably between VMware View editions is strictly prohibited.

2.2 VMware VMware vSphere 5.0

Effective August 27, 2012, VMware is eliminating the vRAM restriction on licenses to VMware vSphere. The removal of the vRAM limit from VMware vSphere licenses applies retroactively to any past and existing users of VMware vSphere, in addition to any new users of VMware vSphere. This new policy replaces and supersedes any conflicting terms in any license agreement previously agreed upon between VMware and any licensee of VMware vSphere. This change does not apply to VMware vSphere users under the VMware Service Provider Program.

Definitions

"*Processor*" means a single, physical chip that houses a central processing unit that can execute computer programs.

"*Server*" means a hardware system capable of running the 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.

"*vRAM*" means the virtual memory configured to a single Virtual Machine.

2.2.1 General License Notes for VMware vSphere 5.0

You may install and use the Software on a Server that contains up to the maximum number of Processors for which you have paid the applicable license fees.

Hosting Rights and Restrictions. Notwithstanding anything to the contrary in the VMware ESX and ESXi EULA, You may use the Software to deliver "internally developed applications" as a service to third parties via an internal or external network. An "internally developed application" is: (i) a computer application that You have created or developed, and (ii) a third party computer application(s) that (a) is ancillary to your application-based service, and (b) cannot be accessed directly by end users of your application-based service. Except as expressly provided in this paragraph and Section 2.2 of the VMware ESX and ESXi EULA, 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 unless You are an authorized participant in a VMware program that is governed by a separate set of terms and conditions, which authorizes such activity.

vRAM Limitation. Your vRAM entitlement per Processor is determined by the edition of the Software that You have licensed and the total amount of configured vRAM cannot exceed the available amount of vRAM specified by the Software edition.

Pooling of vRAM. Subject to Section 2.1 of the VMware ESX and ESXi EULA, You may aggregate the total amount of vRAM licensed for all vSphere licenses (the **"Pool"**), as long as those vSphere licenses are: (1) all of the same edition, and (2) all managed by a single instance of vCenter Server or by multiple vCenter Servers operating in linked mode. The 365-day moving average of "Daily vRAM Usage" cannot exceed the aggregate total licensed vRAM for the vSphere licenses in the Pool (" **Moving Average Restriction**").

"*Daily vRAM Usage*" means the maximum amount of vRAM configured to all powered-on Virtual Machines in a Pool, in aggregate, that is recorded at any time during a day. For purposes of calculating Daily vRAM Usage, the amount of vRAM configured to each individual Virtual Machine is deemed to be the lesser of (a) the amount of virtual memory actually configured to such Virtual Machine, or, (b) 96 gigabytes.

If at any given time when the configured vRAM exceeds the available amount of vRAM, You must purchase additional Software licenses based on the difference between 1) the highest amount of vRAM configured and 2) the available vRAM in order to remain compliant with the vRAM limitation.

vStorage API for Array Integration (VAAI). You may use storage arrays that are certified for VAAI only with VMware vSphere Enterprise or Enterprise Plus editions.

Third Party Multipathing. You may use multipathing extensions module only with VMware vSphere Enterprise or Enterprise Plus editions.

vSphere Auto Deploy. You may use this feature only if You have licensed vSphere Enterprise Plus edition.

vSphere View Accelerator. You may use this feature only if You have licensed vSphere Enterprise Plus edition.

2.2.2 Product Edition Specific License Notes

VMware vSphere Essentials and VMware vSphere Essentials Plus (collectively, the "Essentials Kit")

In addition to the above license terms, You may install and use vSphere, included in the Essential Kit for up to three (3) Servers, with each Server having up to two (2) Processors.

Notwithstanding the terms of the Moving Average Restriction set forth above, the amount of vRAM managed by the VMware vCenter Server included with the Essentials Kit cannot exceed 192 GB of vRAM in its Pool at any time.

VMware vSphere Essentials for Retail and Branch Offices and VMware vSphere Essentials Plus for Retail and Branch Offices (collectively, the "ROBO Kit")

In addition to the above license terms, You may install and use vSphere, included in the ROBO Kit for up to three (3) Servers per physical building, with each Server having up to two (2) Processors. The number of physical buildings with Servers may not exceed the number of ROBO Kit licenses purchased.

Notwithstanding the terms of the Moving Average Restriction set forth above, the amount of vRAM managed by the VMware vCenter Server included with the ROBO Kit cannot exceed 192 GB of vRAM in its Pool at any time.

VMware vSphere Hypervisor

You may only install and use vSphere Hypervisor on a Server that has up to 32GB of physical RAM and the vRAM entitlement for each Server is limited to 32 gigabytes.

VMware vSphere Desktop

You may only install and use vSphere Desktop to host (i) a virtual desktop infrastructure for up to the number of Desktop Virtual Machines (as defined below in VMware View) for which You have paid the applicable license fees, and (ii) associated desktop management and monitoring tools. vSphere Desktop is not subject to a vRAM or processor limitation.

Customers who (i) purchased licenses for vSphere 4.x (or previous versions) prior to September 30, 2011, (ii) use such licensed software to host Desktop Virtual Machines or desktop management and monitoring tools, and (iii) hold current SnS agreements covering such licensed software, may upgrade to vSphere 5.0 while retaining their current licensing metric and associated restrictions and will not be required to adopt the vRAM restricted per-processor licensing model. Desktop licenses covered by this provision, however, may not be managed by the same instance of Virtual Center which is being used to manage non-Desktop Virtual Machines.

VMware View

"***Desktop Virtual Machine***" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: XP, Vista, and 7.

"***Powered On Desktop Virtual Machine***" means a Desktop Virtual Machine receiving a remote connection from a device or running locally on a device.

In addition to the above license terms, you may use the Software for up to the total number of Powered On Desktop Virtual Machines for which you have paid the applicable license fees. The VMware vSphere included in any VMware View edition is not subject to a vRAM limitation. Your use of vSphere for VMware View is limited to hosting Desktop Virtual Machines and running VMware products which are included in the applicable VMware View edition, or third party connection brokers and desktop management and monitoring tools. Your use of

individual features included in a specific VMware View edition is limited to that edition. The use of individual features interchangeably between VMware View editions is strictly prohibited.

2.3 VMware vSphere Update Manager

2.3.1 General License Notes for vSphere Update Manager

WITH RESPECT TO ANY MICROSOFT SOFTWARE INCLUDED IN THE SOFTWARE, MICROSOFT'S AND ITS SUPPLIERS' LIABILITY UNDER THIS EULA WILL NOT, IN ANY EVENT, EXCEED USD $5.00 FOR MICROSOFT SOFTWARE LICENSED TO YOU UNDER THIS EULA.

2.4 VMware vCloud Director 5.1

Definitions

"Powered-On Virtual Machine" means a Virtual Machine in an active power state and executing computing instructions.

"Processor" means a single, physical chip that houses a central processing unit that can execute computer programs.

2.4.1 General License Notes for VMware vCloud Director 5.1

You may use the Software for up to the number of Powered-On Virtual Machines for which you have paid the applicable license fees, unless you purchase the Software as a part of the VMware vCloud Suite.

2.4.2 Product Edition/Suite Specific License Notes

VMware vCloud Suite – Standard, Advanced and Enterprise (collectively, the **"vCloud Suite"**)

In addition to the general license notes above, if You purchase a license to VMware vCloud Director as a part of the vCloud Suite, the following terms apply:

If You purchase a license to VMware vCloud Director as a part of the vCloud Suite, You may use VMware vCloud Director for an unlimited number of Virtual Machines, provided that such Virtual Machines reside on a Processor that is running a copy of VMware vSphere licensed under the same vCloud Suite edition as VMware vCloud Director and You comply with the terms and conditions of Your license to VMware vSphere as a part of the vCloud Suite.

You must purchase support and subscription services for the vCloud Suite under the Services Terms in order to receive any VMware vCloud Director upgrades or updates. If You purchase support and subscription services for the vCloud Suite, You will receive support and subscription services for VMware vCloud Director as set forth in the Services Terms as a part of the vCloud Suite, and You will not be entitled to receive any support or subscription services for VMware vCloud Director on a standalone basis.

If you downgrade the version of VMware vSphere from the version provided with the vCloud Suite, you may continue to use VMware vCloud Director, provided that You comply with the terms of this EULA.

2.5 VMware vCloud Director 5.0

Definitions

"**Powered-On Virtual Machine**" means a Virtual Machine in an active power state and executing computing instructions.

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

License Notes

You may use the Software for up to the number of Powered-On Virtual Machines for which you have paid the applicable license fees.

2.6 VMware vSphere Storage Appliance

Definitions

"*Cluster*" means a group of Servers consisting of up to three (3) Servers.

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

"*Server*" means a hardware system capable of running the 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.

2.6.1 General License Notes for vSphere Storage Appliance

You may use the Software for up to the number of Instances for which you have paid the applicable license fees. You may use a validly licensed Instance of VMware vCenter Server to manage multiple Clusters that are each running an Instance of VMware vSphere Storage Appliance.

2.6.2 Product Edition/Suite Specific License Notes

VMware vSphere Storage Appliance for VMware vSphere Essentials Plus

In addition to the general license notes above, if You purchase a license to VMware vSphere Storage Appliance for VMware vSphere Essentials Plus, the following terms apply:

If you obtain a license to VMware vSphere Storage Appliance for VMware vSphere Essentials Plus as a part of your license to VMware vSphere Essentials Plus, you may use VMware vSphere Storage Appliance for VMware vSphere Essentials Plus only on a single Cluster. You must use a validly licensed Instance of VMware vCenter Server to manage each Cluster that is running an Instance of VMware vSphere Storage Appliance for VMware vSphere Essentials Plus.

3. INFRASTRUCTURE AND OPERATIONS MANAGEMENT

3.1 VMware vCenter Operations Manager

Definitions

"*Managed System*" means a physical hardware system or a Virtual Machine being monitored by the Software.

"*Network Device*" means a hardware or software component that connects network segments and mediates data in a computer network being monitored by the Software.

"*Processor*" means a single physical chip that houses no more than six (6) processor cores that executes the instructions of the Software.

"*Storage Capacity*" means up to one terabyte (1TB) of stored data being monitored by the Software.

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

3.1.1 General License Notes for VMware vCenter Operations Manager

You may use the Software for up to the number of Managed System, Network Device, and/or Storage Capacity for which you have paid the applicable license fees.

VMware and its licensors retain all rights, title, and interest in and to the Software, the Software License Key(s) and all related intellectual property rights.

You may not (a) remove or modify any program markings or any notice of VMware's or its licensors' proprietary rights; (b) assign the VMware vCenter Operations Manager EULA or give the Software, Software access or an interest in the Software to any individual or entity except as provided under the VMware vCenter Operations Manager EULA; or (c) disclose results of any Software benchmark tests without VMware's prior written consent.

THE SOFTWARE MAY INCLUDE PROGRAMS LICENSED BY ORACLE CORPORATION ("ORACLE"). ANY ORACLE SOFTWARE ("ORACLE COMPONENTS") INCLUDED WITH THE SOFTWARE ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. REGARDING THE ORACLE COMPONENTS, ORACLE FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

IN NO EVENT SHALL ORACLE HAVE ANY LIABILITY REGARDING THE ORACLE COMPONENTS PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN ACTION IN CONTRACT OR TORT OR OTHERWISE, EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT CORPORATION AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. $5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

The relationship between You and VMware is that of licensee and licensor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity.

3.1.2 Product Edition/Suite Specific License Notes

VMware vCloud Suite – Advanced and Enterprise (collectively, the **"vCloud Suite"**) **and VMware vSphere Standard with Operations Management**

In addition to the general license notes above, if You purchase a license to VMware vCenter Operations Manager as a part of the vCloud Suite, the following terms apply:

If You purchase a license to VMware vCenter Operations Manager as a part of the vCloud Suite or the VMware vSphere Standard with Operations Management, You may use VMware vCenter Operations Manager for an unlimited number of Virtual Machines, provided that such Virtual Machines reside on a Processor that is running a copy of VMware vSphere licensed under the same vCloud Suite edition or the VMware vSphere Standard with Operations Management, as applicable, and You comply with the terms and conditions of Your license to VMware vSphere as a part of the vCloud Suite or the VMware vSphere Standard with Operations Management, as applicable.

You must purchase support and subscription services for the vCloud Suite or the VMware vSphere Standard with Operations Management under the Services Terms in order to receive any VMware vCenter Operations Manager upgrades or updates. If You purchase support and subscription services for the vCloud Suite or the VMware vSphere Standard with Operations Management, You will receive support and subscription services for VMware vCenter Operations Manager as set forth in the Services Terms as a part of the vCloud Suite or the VMware vSphere Standard with Operations Management, as applicable, and You will not be entitled to receive any support or subscription services for VMware vCenter Operations Manager on a standalone basis.

If you downgrade the version of VMware vSphere from the version provided with the vCloud Suite or the VMware vSphere Standard with Operations Management, you may continue to use VMware vCenter Operations Manager, provided that You comply with the terms of this EULA.

3.2 VMware vCenter Infrastructure Navigator

Definitions

"Processor" means a single physical chip that houses no more than six (6) processor cores that executes the instructions of the Software.

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

3.2.1 General License Notes for VMware vCenter Infrastructure Navigator

You may use the Software to monitor up to the number of Virtual Machines for which you have paid the applicable license fees, unless you purchase the Software as a part of the VMware vCloud Suite.

3.2.2 Product Edition/Suite Specific License Notes

VMware vCloud Suite – Enterprise (collectively, the **"vCloud Suite"**)

In addition to the general license notes above, if You purchase a license to VMware vCenter Infrastructure Navigator as a part of the vCloud Suite, the following terms apply:

If You purchase a license to VMware vCenter Infrastructure Navigator as a part of the vCloud Suite, You may use VMware vCenter Infrastructure Navigator for an unlimited number of Virtual Machines, provided that such Virtual Machines reside on a Processor that is running a copy of VMware vSphere licensed under the same vCloud Suite edition as VMware vCenter Infrastructure Navigator and You comply with the terms and conditions of Your license to VMware vSphere as a part of the vCloud Suite.

You must purchase support and subscription services for the vCloud Suite under the Services Terms in order to receive any VMware vCenter Infrastructure Navigator upgrades or updates. If You purchase support and subscription services for the vCloud Suite, You will receive support and subscription services for VMware vCenter Infrastructure Navigator as set forth in the Services Terms as a part of the vCloud Suite, and You will not be entitled to receive any support or subscription services for VMware vCenter Infrastructure Navigator on a standalone basis.

If you downgrade the version of VMware vSphere from the version provided with the vCloud Suite, you may continue to use VMware vCenter Infrastructure Navigator, provided that You comply with the terms of this EULA.

3.3 VMware vCenter Server 5.1

Definitions

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

"**Processor**" means a single, physical chip that houses a central processing unit that can execute computer programs.

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

"**VMware Virtualization Software Product**" means a VMware product that enables Virtual Machines to run on a Server, including, VMware vSphere, VMware ESX, VMware ESXi, GSX Server and VMware Server.

3.3.1 General License Notes for VMware vCenter Server 5.1

You may use the Software for information processing and computing purposes to perform management operations on distributed Servers that are activated for management by the Software, provided that a validly licensed copy of VMware vSphere is installed on each such Server.

You may transfer the Software between Your Servers, provided the same Software license may not run concurrently.

WITH RESPECT TO ANY MICROSOFT SOFTWARE INCLUDED IN THE SOFTWARE, MICROSOFT'S AND ITS SUPPLIERS' LIABILITY UNDER THIS EULA WILL NOT, IN ANY EVENT, EXCEED USD $5.00 FOR MICROSOFT SOFTWARE LICENSED TO YOU UNDER THIS EULA.

3.3.2 Product Edition/Suite Specific License Notes

VMware vCenter Converter

In addition to the general license notes above, if You purchase a license to VMware vCenter Server as a part of VMware vCenter Converter, the following terms apply:

The Microsoft Windows Pre installation Environment software included with VMware vCenter Server is limited for use as a boot, diagnostic, disaster recovery, setup, restoration, emergency services, installation, test and/or configuration utilities program, and not for use as a general purpose operating system or as a substitute for a fully functional version of any operating system product; and contains a security feature that will cause your computer system to reboot without prior notification after 24 hours of continuous use.

VMware vSphere Essentials and VMware vSphere Essentials Plus (collectively, the "**Essentials Kit**"):

In addition to the general license notes above, if You purchase a license to VMware vCenter Server as a part of the Essentials Kit, the following terms apply:

You may only use VMware vCenter Server included in the Essential Kit solely to manage up to three (3) Servers, with each Server having up to two (2) Processors. You may only use VMware vCenter Server provided with the Essentials Kit to manage Servers running a copy of VMware vSphere included with the Essentials Kit.

VMware vSphere Essentials for Retail and Branch Offices
VMware vSphere Essentials Plus for Retail and Branch Offices
VMware vSphere Essentials Plus with vSphere Storage Appliance for Retail and Branch Offices
 (collectively, the "**ROBO Kit**")

In addition to the general license notes above, if You purchase a license to VMware vCenter Server as a part of the ROBO Kit, the following terms apply:

You may only use VMware vCenter Server, included in the ROBO Kit, solely to manage up to three (3) Servers per physical building, with each Server having up to two (2) Processors, or You may use a separately purchased VMware vCenter Server Standard license to manage such Servers. The number of physical buildings with Servers may not exceed the number of Your ROBO Kit licenses.

VMware View

"**Desktop Virtual Machine**" is a hosted Virtual Machine with one of the following Windows operating systems: XP, Vista, and 7.

"**Powered On Desktop Virtual Machine**" means a Desktop Virtual Machine receiving a remote connection from a device or running locally on a device.

In addition to the general license notes above, if You purchase a license to VMware vCenter Server as a part of VMware View, the following terms apply:

Your use of VMware vCenter Server included in any VMware View edition is limited to managing Servers that are solely hosting Desktop Virtual Machines and VMware products which are included in the applicable View edition, or third party connection brokers and desktop management and monitoring tools. Your use of individual

features included in a specific View edition is limited to that edition. The use of individual features interchangeably between View editions is strictly prohibited.

VMware vCenter Server Virtual Appliance

In addition to the general license notes above, the following terms apply to the license to VMware vCenter Server Virtual Appliance provided with this EULA:

You may only download the number of copies of VMware vCenter Server Virtual Appliance that are reasonably necessary for You to exercise the license granted to you in Section 2.1.

3.4 VMware vCenter Server 5.0

Definitions

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

"*Pool*" means the aggregate amount of vRAM licensed for all vSphere licenses that are: (1) all of the same edition, and (2) all managed by a single instance of vCenter Server or by multiple vCenter Servers operating in linked mode.

"*Server*" means a hardware system capable of running the 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.

"**VMware Virtualization Software Product**" means a VMware product that enables Virtual Machines to run on a Server, including, VMware vSphere, VMware ESX, VMware ESXi, GSX Server and VMware Server.

"*vRAM*" means the virtual memory configured to a single Virtual Machine.

3.4.1 General License Notes for vCenter Server 5.0

You may transfer the Software between Your Servers, provided the same Software license may not run concurrently.

VMware grants You a nonexclusive, non-transferable license, without rights to sublicense, to use the Software for information processing and computing purposes to perform management operations on distributed Servers that are activated for management by the Software, provided that a validly licensed copy of a VMware Virtualization Software Product is installed on each such Server.

WITH RESPECT TO ANY MICROSOFT SOFTWARE INCLUDED IN THE SOFTWARE, MICROSOFT'S AND ITS SUPPLIERS' LIABILITY UNDER THE EULA FOR VMWARE VCENTER SERVER WILL NOT, IN ANY EVENT, EXCEED USD $5.00 FOR MICROSOFT SOFTWARE LICENSED TO YOU UNDER THE EULA FOR VMWARE VCENTER SERVER.

3.4.2 Product Specific License Notes

VMware vCenter Converter

The Microsoft Windows Pre installation Environment software included with the Software is limited for use as a boot, diagnostic, disaster recovery, setup, restoration, emergency services, installation, test and/or configuration utilities program, and not for use as a general purpose operating system or as a substitute for a fully functional version of any operating system product; and contains a security feature that will cause your computer system to reboot without prior notification after twenty-four (24) hours of continuous use.

VMware vSphere Essentials and VMware vSphere Essentials Plus(collectively, the "Essentials Kit"):

You may only use VMware vCenter Server, included in the Essential Kit, solely to manage up to three (3) Servers, with each Server having up to two (2) Processors.

The amount of vRAM managed by the VMware vCenter Server included with the Essentials Kit cannot exceed 192 GB of vRAM in its Pool at any time.

VMware vSphere Essentials for Retail and Branch Offices and VMware vSphere Essentials Plus for Retail and Branch Offices (collectively, the "ROBO Kit")

You may only use VMware vCenter Server, included in the ROBO Kit, solely to manage up to three (3) Servers per physical building, with each Server having up to two (2) Processors or use a separately purchased VMware vCenter Server Standard to manage such Servers. The number of physical buildings with Servers may not exceed the number of ROBO Kit licenses purchased.

The amount of vRAM managed by the VMware vCenter Server included with the ROBO Kit cannot exceed 192 GB of vRAM in its Pool at any time.

VMware View

"***Desktop Virtual Machine***" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: XP, Vista, and 7.

"***Powered On Desktop Virtual Machine***" means a Desktop Virtual Machine receiving a remote connection from a device or running locally on a device.

Your use of VMware vCenter Server, included in any VMware View edition, is limited to managing servers that are solely hosting Desktop Virtual Machines and VMware products which are included in the applicable VMware View edition, or third party connection brokers and desktop management and monitoring tools. Your use of individual features included in a specific VMware View edition is limited to that edition. The use of individual features interchangeably between VMware View editions is strictly prohibited.

VMware vCenter Server Virtual Appliance

You may only download the number of copies of the Software that are reasonably necessary for You to exercise the license granted to you in Section 2.1 of the EULA.

3.5 VMware Server

Definitions

"***Redistributable Components***" means the Programming API library that may be provided in conjunction with the Software and licensed under the Redistributable Components product specific terms and conditions.

"***Virtual Center Server Software***" is a proprietary component of the Software which includes, without limitation, the management agent software that is installed on each managed Server and a proprietary Web Service Interface.

"***VMware Virtual Infrastructure Client Software***" is a proprietary client component of the Software that provides the user interface and enables management of the Software.

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

"***VMware WebAccess***" is a proprietary component that provides console access to and management of Virtual Machines created with the Software.

"***Web Service Interface***" means a programmatic interface to perform management operations on Servers that are activated for management by the Virtual Center Server Software through software programs written by you or a third party.

License Notes

VMware grants you a nonexclusive, non-transferable license, without rights to sublicense, to (i) install or have installed a single instance of the Software and each Licensed Additional Module on a single Server, unless permitted by VMware to have multiple instances on a single Server or to have multiple instances on multiple Servers; (ii) use the Software and each Licensed Additional Module solely for information processing and computing purposes, including the hosting of computer application-based services from a Virtual Machine and provision of such services via an internal or external network, provided such services may not consist of services to a third party that provide primarily computing or processing power (such as utility computing or grid computing) or any computer application-based service that is traded, rented, leased or sold on a Virtual Machine basis; and (iii) use and reproduce the VMware Virtual Infrastructure Client Software or VMware WebAccess (in object code form only) for the purposes of installation and operation on an unlimited number of your own internal computers or terminals solely for the purpose of accessing the Server on which the Software is installed; (iv) internally use and reproduce the Redistributable Components to create programs that interface with the Redistributable Components to manage Virtual Machines ("Your Management Programs"); and (v) internally use Your Management Programs solely for the purpose of managing Virtual Machines operated on VMware software products installed on your own internal Servers and computers. Subject to the above, each copy of the Software may not be used by any other person, whether or not such person is employed by or otherwise associated with your entity.

Distributing the Software. VMware Server is intended for your personal non-commercial use only. If you are interested in distributing the Software for internal or external use, promotion, review or as part of a solution, please apply at www.vmware.com/go/distribution.

3.6 VMware vCenter Lifecycle Manager

Definitions

"*Server Software*" means the proprietary VMware vCenter Lifecycle Manager software, licensed by the number of Processor, which is installed on the guest operating system.

"*Virtual Appliance*" means the virtual machine, which includes the guest operating system and the Server Software.

License Notes

VMware grants you a nonexclusive, non-transferable license, without rights to sublicense, to (i) deploy copies of the Server Software (in object code form only) in quantity permitted by the licenses for which you have paid the applicable fees; (ii) use the Virtual Appliance (in object code form only) for installation and operation of the Server Software; and (iii) use the documentation accompanying the Software in connection with permitted uses of the Software.

3.7 VMware vCenter Converter

Definitions

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

License Notes

You may use a single license of the Software solely to migrate the disk contents of physical computers, Virtual Machines, and supported third party disk images to the disk contents of Virtual Machines operated with VMware virtualization software products. The Software is intended for your own personal non-commercial use

only. If you are interested in distributing VMware vCenter Converter for internal or external use, promotion, review or as part of a solution, please apply at converter-redistribution-request@vmware.com.

3.8 vCenter Configuration Manager

Definitions

"*Managed System*" means a physical hardware system or Virtual Machine running or being monitored by the Software.

"Processor" means a single physical chip that houses no more than six (6) processor cores that executes the instructions of the Software.

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

3.8.1 General License Notes for VMware vCenter Configuration Manager

You may use the Software for up to the number of Managed Systems for which you have paid the applicable license fees, unless you purchase the Software as a part of the VMware vCloud Suite.

3.8.2 Product Edition/Suite Specific License Notes

VMware vCenter Operations Management Suite Enterprise Edition

In addition to the general license notes above, if You purchase a license to VMware vCenter Configuration Manager as a part of the VMware vCenter Operations Management Suite Enterprise Edition, the following terms apply:

VMware vCenter Configuration Manager may only be used to manage your virtualized infrastructure, including VMware vSphere, VMware vShield, VMware vCenter Server and VMware vCloud Director, but not the Virtual Machines hosted by your virtualized infrastructure.

VMware vCloud Suite –Enterprise (the **"vCloud Suite"**)

In addition to the general license notes above, if You purchase a license to VMware vCenter Configuration Manager as a part of the vCloud Suite, the following terms apply:

If You purchase a license to VMware vCenter Configuration Manager as a part of the vCloud Suite, You may use VMware vCenter Configuration Manager for an unlimited number of Virtual Machines, provided that such Virtual Machines reside on a Processor that is running a copy of VMware vSphere licensed under the same vCloud Suite edition as VMware vCenter Configuration Manager, and You comply with the terms and conditions of Your license to VMware vSphere as a part of the vCloud Suite.

You must purchase support and subscription services for the vCloud Suite under the Services Terms in order to receive any VMware vCenter Configuration Manager upgrades or updates. If You purchase support and subscription services for the vCloud Suite, You will receive support and subscription services for VMware vCenter Configuration Manager as set forth in the Services Terms as a part of the vCloud Suite, and You will not be entitled to receive any support or subscription services for VMware vCenter Configuration Manager on a standalone basis.

If you downgrade the version of VMware vSphere from the version provided with the vCloud Suite, you may continue to use VMware vCenter Configuration Manager, provided that You comply with the terms of this EULA.

3.9 VMware vCenter Site Recovery Manager

Definitions

"**Managed Virtual Machine**" means a Protected Virtual Machine.

"**Processor**" means a single physical chip that houses no more than six (6) processor cores that executes the instructions of the Software.

"**Protected Virtual Machine**" means a Virtual Machine that is part of a vCenter Site Recovery Manager protection group.

"**Storage Replication Adapters**" means, software created by third party storage partners and distributed under its respective end user license agreements that enables communication between the Software and such partners' replication products.

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

3.9.1 General License Notes for VMware vCenter Site Recovery Manager

This paragraph shall not apply to VMware vCenter Site Recovery Manager licenses purchased as a part of the VMware vCloud Suite. Except as otherwise authorized by a previous VMware-approved license model, You may use VMware vCenter Site Recovery Manager for up to the number of Protected Virtual Machines as determined by the edition of VMware vCenter Site Recovery Manager. For vCenter Site Recovery Manager Standard Edition, you may use VMware vCenter Site Recovery Manager subject to the following restrictions: (a) protect up to seventy-five (75) Virtual Machines within a physical facility or building; and (b) for each running copy of vCenter Site Recovery Manager Standard Edition, manage up to seventy-five (75) Protected Virtual Machines ("**SRM Standard Edition Restriction**"). If at any given time, the number of Protected Virtual Machines in subsections (a) or (b) exceeds seventy-five (75), You are required to upgrade all Your VMware vCenter Site Recovery Manager Standard Edition licenses to vCenter Site Recovery Manager Enterprise Edition. Notwithstanding the foregoing, the SRM Standard Edition Restriction shall not apply if a failover of Protected Virtual Machines causes the number of Protected Virtual Machines to exceed the SRM Standard Edition Restriction within a physical facility or building for a reasonable period of time.

3.9.2 Product Edition/Suite Specific License Notes

VMware vCloud Suite –Enterprise (the **"vCloud Suite"**)

In addition to the general license notes above, if You purchase a license to VMware vCenter Site Recovery Manager as a part of the vCloud Suite, the following terms apply:

If You purchase a license to VMware vCenter Site Recovery Manager as a part of the vCloud Suite, You may use VMware vCenter Site Recovery Manager for an unlimited number of Virtual Machines, provided that such Virtual Machines reside on a Processor that is running a copy of VMware vSphere licensed under the same vCloud Suite edition as VMware vCenter Site Recovery Manager, and You comply with the terms and conditions of Your

license to VMware vSphere as a part of the vCloud Suite. Notwithstanding the foregoing, the Processor restriction on Your use of vCloud Suite components does not apply to Your use of VMware vCenter Site Recovery Manager on disaster recovery sites, unless Your disaster recovery site is actively running components of vCloud Suite at the same time that Your production environment is using the same components.

You must purchase support and subscription services for the vCloud Suite under the Services Terms in order to receive any VMware vCenter Site Recovery Manager upgrades or updates. If You purchase support and subscription services for the vCloud Suite, You will receive support and subscription services for VMware vCenter Site Recovery Manager as set forth in the Services Terms as a part of the vCloud Suite, and You will not be entitled to receive any support or subscription services for VMware vCenter Site Recovery Manager on a standalone basis.

If you downgrade the version of VMware vSphere from the version provided with the vCloud Suite, you may continue to use VMware vCenter Site Recovery Manager, provided that You comply with the terms of this EULA.

In no event will VMware be liable for any lost profits or business opportunities, loss of use, business interruption, loss of data, or any other direct or indirect, special, incidental, or consequential damages under any theory of liability, whether based in contract, tort, negligence, product liability or otherwise arising from the Storage Replication Adapters.

3.10 VMware vCenter Lab Manager

Definitions

"**Lab Manager Server Software**" is a proprietary server component of the Software which provides the user interface to manage Virtual Machines running the managed Servers.

"**Lab Manager Agent Software**" is a proprietary client component that interfaces with the Lab Manager Server Software on each managed Server.

"**VMware Virtualization Software Product**" means a VMware product that enables Virtual Machines to run on a Server, including, VMware ESX, GSX Server and VMware Server.

"**Web Service Interface**" means an interface to perform query or management operations on Servers through software programs written by you or a third party.

License Notes

Each Server activated for management by the Lab Manager Server Software must be activated by Software License Keys corresponding to the number of Processors on such Server. Software License Keys may be purchased concurrently with the Lab Manager Server Software or purchased subsequently for use with Lab Manager Server Software previously purchased.

VMware grants you a nonexclusive, nontransferable license, without rights to sublicense, to (i) use the Software License Keys to activate Servers for management by the Lab Manager Server Software; (ii) install or have installed a single instance of the Lab Manager Server Software on a single Server, unless permitted to have multiple instances on a single Server or to have multiple instances on multiple Servers by the payment of applicable license fees (whether such fees are based on a per Processor, a per Virtual Machine, a per user or any other VMware approved licensing model); (iii) use the Lab Manager Server Software for information processing and computing purposes to perform management operations (through the Lab Manager Agent Software or the Web Service Interface) on distributed Servers that are activated for management by the Lab Manager Server software, provided that a validly licensed copy of a VMware Virtualization Software Product is installed on each such Server, including the hosting of computer application-based services from a Virtual Machine and provision

of such services via an internal or external network, provided such services may not consist of services to a third party that provide primarily computing or processing power (such as utility computing or grid computing) or any computer application-based service that is traded, rented, leased or sold on a Virtual Machine basis; and (iv) use the validly licensed Lab Manager Agent Software by the payment of the applicable license fees (whether such fees are based on a per Processor, a per Virtual Machine, a per user or any other VMware approved licensing model) for installation and operation on your own internal Servers solely for the purpose of accessing the Server on which the Lab Manager Server Software is installed in order to manage Servers.

You may deinstall the Lab Manager Server Software from a Server on which it is installed and reinstall the Lab Manager Server Software on a different Server; there is no restriction on the number of such transfers. If you transfer a VMware Virtualization Software Product from one Server to another, then you may reassign the associated Software License Keys that had been assigned to the original Server to the new Server. Under no other circumstances may any Software License Keys be reassigned from one Server to another. For example, you may not reassign Software License Keys from one Server to another Server for the purpose of temporarily managing the other Server.

Support Link. If you enable Support Link on your system, it will automatically send certain data to VMware via the Internet about your use of the Software. You agree that any such data will be the property of VMware. VMware agrees that it will not disclose, sell, transfer or transmit any Personally Identifiable Information to a third party in any way in which it could be attributed to you without your prior written consent. Personally Identifiable Information is defined as your name, address, phone number, email address, your corporate name or the physical address of any equipment. You acknowledge that VMware may use Anonymous Information for any purpose. Anonymous Information is defined as aggregated data that does not contain any Personally Identifiable Information.

LIMITED WARRANTY. WITH RESPECT TO ANY MICROSOFT SOFTWARE INCLUDED IN THE SOFTWARE, VMWARE'S AND MICROSOFT'S LIABILITY UNDER THE VMWARE VCENTER LAB MANAGER EULA WILL NOT, IN ANY EVENT, EXCEED $5.00 FOR SUCH SOFTWARE LICENSED TO YOU UNDER THE VMWARE VCENTER LAB MANAGER EULA.

3.11 VMware vCenter CapacityIQ

Definitions

"*Server Software*" means the proprietary VMware vCenter CapacityIQ software, licensed by the number of Processor, which is installed on the guest operating system.

"*Virtual Appliance*" means the virtual machine, which includes the guest operating system and the Server Software.

License Notes

VMware grants you a nonexclusive, non-transferable license, without rights to sublicense, to (i) deploy copies of the Server Software (in object code form only) in quantity permitted by the licenses for which you have paid the applicable fees; (ii) use the Virtual Appliance (in object code form only) for installation and operation of the Server Software; and (iii) use the documentation accompanying the Software in connection with permitted uses of the Software.

Limited Warranty. MICROSOFT AND ALL MICROSOFT AFFILIATES SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY RELATED TO THE SOFTWARE AND THE PRODUCTS. VMWARE AND ALL VMWARE AFFILIATES SPECIFICALLY DISCLAIM ANY AND ALL LIABILITIES RELATED TO THE PRODUCTS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER VMWARE, MICROSOFT AND ALL MICROSOFT

AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

3.12 VMware vCenter Server Heartbeat

Definitions

"***vCenter Server Heartbeat Software***" includes, without limitation, Protected vCenter Server and Standby vCenter Server.

"***vCenter Server Heartbeat Console***" is the component that provides the user interface to manage the Software

"***Protected vCenter Server***" means an installation of the VMware vCenter Server and the associated database that contains VMware vCenter Server data, protected by the Software, located either in a Virtual Machine or on a Server.

"***Standby vCenter Server***" means an instance of the Protected vCenter Server, which is used solely for replicating and restoring the Protected vCenter Server.

License Notes

You must have a valid license of the Software for each Protected vCenter Server. You may not use the Software to protect any additional databases, Servers, or Virtual Machines, other than those which contain VMware vCenter Server data.

VMware grants you a nonexclusive, nontransferable license, without rights to sublicense, to (i) use the vCenter Server Heartbeat Console for information processing and computing purposes to perform management operations on Protected vCenter Server, including the hosting of computer application-based services from a Server or Virtual Machine and provisioning of such services via an internal or external network, provided such services may not consist of services to a third party that provide primarily computing or processing power (such as utility computing or grid computing) or any computer application-based service that is traded, rented, leased or sold; and (ii) use and reproduce the VMware vCenter Server Heartbeat Console for installation and operation of an unlimited number on your own internal computers or terminals solely for the purpose of accessing the Virtual Machines or Servers on which the licensed vCenter Server Heartbeat Software are installed. You may uninstall the vCenter Server Heartbeat Software from Virtual Machines or Servers on which it is installed and reinstall the vCenter Server Heartbeat Software on an equivalent number of different Virtual Machines or Servers, so long as you have a valid Software license for each Protected vCenter Server.

4. SECURITY PRODUCTS

4.1 VMware vCloud Networking and Security – Standard and Advanced 5.1

Definitions

"**Processor**" means a single, physical chip that houses a central processing unit that can execute computer programs.

"**Secured Virtual Machine**" means a Virtual Machine that is defined as protected in the Documentation for VMware vCloud Networking and Security.

4.1.1 General License Notes for VMware vCloud Networking and Security 5.1

You may use the Software for up to the number of Secured Virtual Machines for which you have paid the applicable license fees, unless you purchase the Software as a part of the VMware vCloud Suite.

VMware vShield Endpoint. You may use this feature only as a part of Your license to any of the following editions of VMware vSphere: VMware vSphere Standard, VMware vSphere Standard with Operations Management, VMware vSphere Enterprise, VMware vSphere Enterprise Plus, VMware vSphere Essentials Plus and VMware vSphere Essentials Plus for Retail and Branch Offices.

4.1.2 Product Edition/Suite Specific License Notes

VMware vCloud Suite – Standard, Advanced and Enterprise (collectively, the **"vCloud Suite"**)

In addition to the general license notes above, if You purchase a license to VMware vCloud Networking and Security as a part of the vCloud Suite, the following terms apply:

If You purchase a license to VMware vCloud Networking and Security as a part of the vCloud Suite, You may use VMware vCloud Networking and Security for an unlimited number of Virtual Machines, provided that such Virtual Machines reside on a Processor that is running a copy of VMware vSphere licensed under the same vCloud Suite edition as VMware vCloud Networking and Security, and You comply with the terms and conditions of Your license to VMware vSphere as a part of the vCloud Suite.

You must purchase support and subscription services for the vCloud Suite under the Services Terms in order to receive any Software upgrades or updates. If You purchase support and subscription services for the vCloud Suite, You will receive support and subscription services for VMware vCloud Networking and Security as set forth in the Services Terms as a part of the vCloud Suite, and You will not be entitled to receive any support or subscription services for VMware vCloud Networking and Security on a standalone basis.

If you downgrade the version of VMware vSphere from the version provided with the vCloud Suite, you may continue to use VMware vCloud Networking and Security, provided that You comply with the terms of this EULA.

4.2 VMware vShield Edge

Definitions

"*Secured Virtual Machine*" means a Virtual Machine protected by VMware vShield policies.

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

License Notes

You may use the Software for up to the number of Secured Virtual Machines for which you have paid the applicable license fees.

4.3 VMware vShield App

Definitions

"*Secured Virtual Machine*" means a Virtual Machine protected by VMware vShield policies.

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

License Notes

You may use the Software for up to the number of Secured Virtual Machines for which you have paid the applicable license fees.

The Software enables You to scan your systems for personally identifiable information and other sensitive data ("Scanned Data"). The Software is offered as a tool that may help You understand Your data flows; use of the Software does NOT ensure legal and/or regulatory compliance with respect to such Scanned Data. VMware makes no representation, warranty or guarantee that the use of the Software will satisfy any statutory or regulatory obligations, or will assist with, guarantee or otherwise ensure compliance with any applicable laws or regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the Financial Modernization (Gramm-Leach-Bliley) Act of 1999.

You acknowledge that VMware shall have no obligation with respect to any Scanned Data and the use of the Software will not ensure your compliance with any applicable laws or regulations. If VMware provides any support services related to the Software, You agree that You will not disclose any Scanned Data to VMware or its representatives. ANY AND ALL FUNCTIONALITY INCLUDED WITH THE SOFTWARE THAT RELATES TO SCANNED DATA IS PROVIDED "AS IS." VMWARE SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO ANY SCANNED DATA OR YOUR COMPLIANCE WITH YOUR STATUTORY OR REGULATORY OBLIGATIONS.

4.4 VMware vShield Endpoint

Definitions

"*Secured Virtual Machine*" means a Virtual Machine protected by VMware vShield policies.

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

License Notes

You may use the Software for up to the number of Secured Virtual Machines for which you have paid the applicable license fees.

5. APPLICATION MANAGEMENT

5.1 VMware vCenter AppSpeed

Definitions

"***MySQL Software***" means the MySQL Enterprise Server-Advanced Database and the accompanying MySQL connector(s).

"***Server Software***" means the proprietary VMware vCenter AppSpeed software, licensed by the number of Processor(s), which is installed on the guest operating system.

"***Virtual Appliance***" means the virtual machine, which includes the guest operating system and the Server Software.

License Notes

VMware grants you a nonexclusive, non-transferable license, without rights to sublicense, to (i) copy and deploy as many instances of the Server Software (in object code form only) as necessary so long as the total quantity of processors in physical hosts that have virtual machines being monitor by the Server Software do not exceed the total number of processors permitted by the licenses for which you have paid the applicable fees; (ii) use the Virtual Appliance (in object code form only) for installation and operation of the Server Software; and (iii) use the documentation accompanying the Software in connection with permitted uses of the Software.

For Microsoft components:

MICROSOFT AND ALL MICROSOFT AFFILIATES SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY RELATED TO THE SOFTWARE AND THE PRODUCTS. VMWARE AND ALL VMWARE AFFILIATES SPECIFICALLY DISCLAIM ANY AND ALL LIABILITIES RELATED TO THE PRODUCTS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER VMWARE, MICROSOFT AND ALL MICROSOFT AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

MySQL Software. You are not permitted to separate the MySQL Software from the Server Software for any purpose, including but not limited to the use of the MySOL Software as a general SQL server. Sun Microsystems, Inc .and its licensors retain all right, title and interest in the MySQL Software.

5.2 vCenter Application Discovery Manager

Definitions

"***Managed System***" means a physical hardware system or Virtual Machine running or being monitored by the Software.

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

License Notes

You may use the Software for up to the number of Managed Systems for which you have paid the applicable license fees.

You may make two (2) copies of the Software solely for use in a development environment for proof of concept, quality-assurance, or other testing purposes ("***Non Production Use***").

6. DESKTOP AND END USER COMPUTING

6.1 VMware View Manager

Definitions

"*Desktop Virtual Machine*" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: XP, Vista, or 7.

"*Powered On Desktop Virtual Machine*" means a Desktop Virtual Machine receiving a remote connection from a device or running locally on a device.

"*Terminal Services Session*" means a Microsoft Windows terminal services session running a valid Microsoft Windows license.

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

License Notes

You may use the Software to manage up to the total number of concurrent connections, including connections to Terminal Services Sessions, Powered On Desktop Virtual Machines, and physical computers, for which You have paid the applicable license fees.   The Software only supports the following Microsoft Windows operating systems: XP, Vista, and 7. Your use of individual features included in a specific VMware View edition is limited to that edition.   The use of individual features interchangeably between VMware View editions is strictly prohibited. You can use the Persona Management functionality of the Software on an unlimited number of physical computers, provided that you do not exceed the total number of concurrent connections under your license to the Software.

6.2 VMware ThinApp

Definitions

"*Customer Application(s)*" means the software application(s) from a third party or developed by You.

"*Device*" means any client hardware that enables an end user to run a ThinApp or the ThinApp Packager Tool.

"*ThinApp(s)*" means a VMware virtualized application format created from and consisting of Customer Application(s) packaged by the ThinApp Packager Tool.

"*ThinApp PackagerTool*" means the VMware tool from the Software used to package Customer Application(s) into a ThinApp.

License Notes

You may (i) use the ThinApp Packager Tool internally to package Customer Application(s) solely to create ThinApps; and (ii) distribute such ThinApps to end users within Your enterprise, without any further redistribution rights, in accordance with the licensing terms of the Customer Application.

You must have a separate VMware ThinApp license for each Device or individual named end user, except for Device or individual named end user running ThinApp in an authorized concurrent use environment.

You will display the following notice with each ThinApp: "Powered by VMware. Portions of this software contain VMware, Inc. technology. Copyright © 1999-2010 VMware, Inc. All Rights Reserved."

You will defend, indemnify and hold harmless VMware from and against any loss, cost, liability or damage, including attorneys' fees, that VMware incurs or for which VMware becomes liable arising from or relating to: (i) Your breach of the VMware ThinApp EULA; and (ii) Your breach of the license terms and conditions of Customer Applications.

6.3 VMware ThinApp Starter Edition

Definitions

"*Customer Application(s)*" means the software application(s) from a third party or developed by You.

"*Device*" means any client hardware that enables an end user to run a ThinApp or the ThinApp Packager Tool.

"*ThinApp(s)*" means a VMware virtualized application format created from and consisting of Customer Application(s) packaged by the ThinApp Packager Tool.

"*ThinApp PackagerTool*" means the VMware tool from the Software used to package Customer Application(s) into a ThinApp.

License Notes

You may use the ThinApp Packager Tool to package Customer Application(s) solely to create ThinApps for your own personal use without any further redistribution rights, and in accordance with the licensing terms of the Customer Application.

You must have a separate VMware ThinApp license for each Device or individual named end user, except for Device or individual named end user running ThinApp in an authorized concurrent use environment.

You will display the following notice with each ThinApp: "Powered by VMware. Portions of this software contain VMware, Inc. technology. Copyright © 1999-2010 VMware, Inc. All Rights Reserved."

You will defend, indemnify and hold harmless VMware from and against any loss, cost, liability or damage, including attorneys' fees, that VMware incurs or for which VMware becomes liable arising from or relating to: (i) Your breach of the VMware ThinApp Starter Edition EULA; and (ii) Your breach of the license terms and conditions of Customer Applications.

6.4 VMware ThinApp Virtualization Packager

Definitions

"*Customer Application(s)*" means the software application(s) from a third party or developed by You.

"*Named User*" means a designated user who can access or use the Software.

"*ThinApp(s)*" means a VMware virtualized application format created from and consisting of Customer Application(s) packaged by the VMware ThinApp Packager Tool, which is the tool from the Software used to package Customer Application(s) into a ThinApp.

License Notes

You may use the VMware ThinApp Packager Tool to distribute ThinApps to end users within Your enterprise, without any further redistribution rights, in accordance with the licensing terms of the Customer Application. You must have a separate VMware ThinApp License for each client hardware that enables an end user to run a

ThinApp or the ThinApp Packager Tool ("**Device**") or individual Named User, except for a Device or individual Named End User running ThinApp in an authorized concurrent use environment. Customer will display the following notice with each ThinApp: "Powered by VMware. Portions of this software contain VMware, Inc. technology. Copyright © 1999-2010 VMware, Inc. All Rights Reserved."

6.5 VMware Workstation

VMware Workstation includes VMware Player, VMware Converter and VMware Software Development Kit for VIX Application Programming Interface.

Definitions

"**Redistributable Code**" means object code files designated as "Redistributable Code" in the Documentation.

"**Sample Code**" means sample software in source code format designated as "Sample Code" in the Documentation.

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

License Notes

VMware Workstation. You may install and use the Software on a number of computers equal to the number of licenses purchased. Installing and running a single license of the Software on multiple computers is prohibited even if the computers are not running the Software concurrently. Concurrent use of the Software by multiple users on a single computer is prohibited.

You may use the Software to host application-based dedicated services to a third party, provided, such service does not provide computing or processing power (such as utility computing, grid computing or cloud computing) or any computer application-based service that is traded, rented, leased, or sold on a Virtual Machine basis.

Faculty and Students of organizations that are members of the VMware Academic Program may use VMware Player for education and research. For information about the program please visit http://www.vmware.com/partners/academic/program-overview.html.

The Software may be used outside of the Territory in which You have been invoiced.

Limited Support and Subscription Services. Unless you have purchased additional VMware support and subscription services for the Software, VMware will provide you with limited web-based support services for the Software for a period of thirty (30) days after the date of purchase and VMware will provide you with the "VMware Complimentary Update Service" for a period of eighteen (18) months from the date of general availability of the Software. The "VMware Complimentary Update Service" is defined in the VMware Support and Subscription Services Terms and Conditions posted at http://www.vmware.com/files/pdf/support/support_terms_conditions.pdf.

VMware Player. You may install and use the Software, for commercial purposes, on a number of computers equal to the number of licenses purchased, provided that you install and use Software on the same computer where VMware Workstation is installed. Installing and using a single license of the Software on multiple computers is prohibited even if the computers are not running the Software concurrently.

VMware Converter. You may use the Software solely to migrate the disk contents of physical computers, VMware Virtual Machines, and supported third party disk images to the disk contents of Virtual Machines operated with VMware virtualization software products.

The Microsoft Windows Pre installation Environment software included with the Software is limited for use as a boot, diagnostic, disaster recovery, setup, restoration, emergency services, installation, test and/or configuration utilities program, and not for use as a general purpose operating system or as a substitute for a fully functional

version of any operating system product; and contains a security feature that will cause your computer system to reboot without prior notification after twenty-four (24) hours of continuous use.

VMware Software Development Kit for VIX Application Programming Interface. The Software contains a variety of materials, including, but not limited to, interface definitions, documentation, Redistributable Code and Sample Code regarding programming interfaces to one or more VMware products as specified in such materials ("**VMware Products**"). The Software is intended to serve as a guide for writing programs to interact with the VMware Products.

You may download, install and use a reasonable number of copies of the Software contents for your personal use solely for the purpose of creating software that communicates with VMware Products ("**Developer Software**"). You agree to defend, indemnify and hold harmless VMware, and any of its directors, officers, employees, affiliates or agents, from and against any and all claims, losses, damages, liabilities and other expenses (including reasonable attorneys' fees), arising from your modification and/or distribution of the Sample Code, distribution of Redistributable Code or breach of the VMware Software Development Kit for VIX Application Programming Interface EULA.

In addition to the restrictions set forth in Section 3 of the VMware Software Development Kit for VIX Application Programming Interface EULA, you may create and distribute Developer Software based on the Sample Code and Redistributable Code, provided that: (1) you do not use the Software to design or develop anything other than Developer Software; (2) you do not modify, create derivative works of, reverse engineer, reverse compile, or disassemble the Redistribution Code, except that you may modify and create derivative works of the Sample Code in connection with Developer Software; (3) you distribute the Redistributable Code in object code form only and solely in conjunction with and as part of the Developer Software; (4) you do not make any more copies of the Software than are reasonably necessary for the authorized use and backup and archival purposes; (5) you do not permit further distribution of the Software by your end users; (6) you do not permit Third Party Agents or end users to reverse engineer or reverse compile the Redistributable Code; and (7) you do not use the Software to design or develop software to upload or otherwise transmit any material containing software viruses or other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any software or hardware.

You may not represent that the programs you develop using the Software are certified or otherwise endorsed by VMware. You may not use the VMware name or any other trademarks or service marks of VMware in connection with programs that you develop using the Software.

You will not receive any VMware support or subscription services for the Software or any other services from VMware in connection with the Software. If you have purchased support and/or subscription services for a VMware product, such support and/or subscription services shall not apply to the Software or your use of the Software.

NOTWITHSTANDING SECTION 7.1 OF THE VMWARE SOFTWARE DEVELOPMENT KIT FOR VIX APPLICATION PROGRAMMING INTERFACE EULA, THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT INDEMNIFICATION, SUPPORT OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. You will not receive any VMware support or subscription services for the Software or any other services from VMware in connection with the Software. If you have purchased support and/or subscription services for a VMware product, such support and/or subscription services shall not apply to the Software or your use of the Software.

6.6 VMware ACE

Definitions

"*Server*" means a single physical computer of a type that meets the specifications as set forth in the applicable product documentation posted at www.vmware.com/support/pubs/. Multiple computers that share processing power or operate in a networked configuration as a single logical computer, such as a "server farm" or similar arrangement, constitute multiple Servers for the purpose of the VMware ACE EULA.

License Notes

ACE Management Server

You may install and use the Software on a number of Servers equal to the number of licenses purchased. Installing and running a single license of the Software on multiple Servers is prohibited even if the Servers are not running the Software concurrently.

6.7 VMware Fusion

VMware Fusion includes VMware Software Development Kit for VIX Application Programming Interface.

In addition to the Software that is included in VMware Fusion, VMware Fusion Professional includes a commercial use license to VMware Player, as further described below.

License Notes

VMware Fusion and VMware Fusion Professional. You may install and use the Software for personal, non-commercial use on any Apple-branded products running Mac OS X ("**Mac Computer**") that you own or control.

If you are a commercial enterprise or educational institution, you may install and use the Software on a number of Mac Computers that you own or control equal to the number of licenses purchased. Installing and using the Software on multiple Mac Computers with a single license is prohibited even if the computers are not running the Software concurrently.

You must comply with applicable third party terms of agreement when using the Software.

Faculty and Students of organizations that are members of the VMware Academic Program may use VMware Player for education and research. For information about the program please visit http://www.vmware.com/partners/academic/program-overview.html.

The Software may be used outside of the Territory in which You have been invoiced.

Limited support and subscription services.   Unless you have purchased additional VMware support and subscription services for the Software, VMware will provide you with limited web-based support services for the Software and the "VMware Complimentary Update Service" for a period of eighteen (18) months from the date of general availability of the Software. The "VMware Complimentary Update Service" is defined in the VMware Support and Subscription Services Terms and Conditions posted at http://www.vmware.com/files/pdf/support/support_terms_conditions.pdf

VMware Player. If You have purchased a license to VMware Fusion Professional, You may install and use the VMware Player Software, for commercial purposes, on a number of computers equal to the number of licenses purchased. Installing and using a single license of the Software on multiple computers is prohibited even if the computers are not running the Software concurrently.

VMware Software Development Kit for VIX Application Programming Interface. The Software contains a variety of materials, including, but not limited to, interface definitions, documentation, Redistributable Code and Sample Code regarding programming interfaces to one or more VMware products as specified in such materials ("**VMware Products**"). The Software is intended to serve as a guide for writing programs to interact with the VMware Products.

You may download, install and use a reasonable number of copies of the Software contents for your personal use solely for the purpose of creating software that communicates with VMware Products ("**Developer Software**"). You agree to defend, indemnify and hold harmless VMware, and any of its directors, officers, employees, affiliates or agents, from and against any and all claims, losses, damages, liabilities and other expenses (including reasonable attorneys' fees), arising from your modification and/or distribution of the Sample

Code, distribution of Redistributable Code or breach of the VMware Software Development Kit for VIX Application Programming Interface EULA.

In addition to the restrictions set forth in Section 3 of the VMware Software Development Kit for VIX Application Programming Interface EULA, you may create and distribute Developer Software based on the Sample Code and Redistributable Code, provided that: (1) you do not use the Software to design or develop anything other than Developer Software; (2) you do not modify, create derivative works of, reverse engineer, reverse compile, or disassemble the Redistribution Code, except that you may modify and create derivative works of the Sample Code in connection with Developer Software; (3) you distribute the Redistributable Code in object code form only and solely in conjunction with and as part of the Developer Software; (4) you do not make any more copies of the Software than are reasonably necessary for the authorized use and backup and archival purposes; (5) you do not permit further distribution of the Software by your end users; (6) you do not permit Third Party Agents or end users to reverse engineer or reverse compile the Redistributable Code; and (7) you do not use the Software to design or develop software to upload or otherwise transmit any material containing software viruses or other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any software or hardware.

LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT CORPORATION AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. $5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

6.8 VMware Player

License Notes

You may install and use the Software for your own personal non-commercial use.

If You obtain the Software as part of VMware Fusion Professional, You may install and use the Software for commercial purposes on a number of computers equal to the number of licenses purchased. Installing and using a single license of the Software on multiple computers is prohibited even if the computers are not running the Software concurrently. For information about licensing VMware Player, please visit http://www.vmware.com/go/player.

The Software may be used outside of the Territory in which You have been invoiced.

Unless you have purchased additional VMware support and subscription services for the Software, VMware is under no obligation to provide support for the Software. VMware recommends that you take advantage of VMware's complimentary online knowledge base, documentation and discussion forums.

Faculty and Students of organizations that are members of the VMware Academic Program may use VMware Player for education and research. For information about the program, please visit
http://www.vmware.com/partners/academic/program-overview.html.

The Software may be re-distributed with the written agreement of VMware. Requests should be submitted online at http://www.vmware.com/go/playerdistribution. Redistribution includes posting, packaging, bundling, or otherwise making available for use externally to third party users.

To embed the Software into your own product in order to sell a combined solution, you must enroll in VMware's Embedded OEM program and have a signed OEM Agreement with VMware. For information about the VMware Embedded OEM program, please visit http://www.vmware.com/partners/programs/alliances/oem.html.

6.9 Zimbra

Definitions

"*Mailbox*" means a single end-user email account excluding distribution lists, aliases, locations, or resources such as conference rooms, training centers, projectors and other objects.

"*Subscription*" means a license for the Software and Support Services that (i) is effective upon the date of purchase and terminates upon the expiration or termination of Support Services; and (ii) may be renewed upon mutual written agreement by the parties and payment of the applicable fees.

"*Support Services*" means the technical support services offered by VMware for the Software pursuant to its then-current support policies.

License Notes

You may create and use for up to the number of Mailbox for which you have paid the applicable license fees.

For Software licensed on a Subscription basis, You may create and use for up to the number of Mailbox during the term of the Subscription. Upon expiration or termination of a Subscription, You shall promptly cease use of the Software and product documentation and destroy (and certify to VMware in writing the fact of such destruction), or return to VMware all copies of the Software and product documentation then in Your possession or control.

6.10 Socialcast On Premise

Definitions

"**Named User**" means the designated user who can access or use the Software.

"**Subscription Software**" means Software that is licensed for a specific term and includes Support Services (at the Support Services level purchased) for the duration of such term ("Subscription Term").

"**Support Services**" means the technical support services offered by VMware for the Software pursuant to its then-current support policies.

License Notes

You may use the Software for up to the number of Named Users for which you have paid the applicable license fees.

For Subscription Software, You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You shall promptly cease use of the Software and Documentation and destroy (and certify to VMware in writing the fact of such destruction) or return to VMware all copies of the Software and Documentation then in Your possession or under Your control.

This Socialcast on Premise EULA shall apply to your purchase of licenses to the Software for additional Named Users.

VMware shall not have any obligation to provide Support Services unless you have installed, and at the time you request Support Services are running, VMware's then current release of the Software and have downloaded and installed all available updates to the Software within the last 60 days. You shall purchase the same level of Support Services for all Named Users.

For the purposes of clarity, Section 2.3 of the Socialcast on Premise EULA does not apply to the Software.

You agree that VMware may collect, use, store and transmit technical and related information about your use of the Software which may include internet protocol address, hardware identification, operating system, application software, peripheral hardware, and non-personally identifiable Software usage statistics and personally identifiable data ("**Collected Data**") to facilitate the provisioning of updates, support, invoicing or online services to You. Collected Data is subject to the privacy policy at http://www.socialcast.com or such other website designated by VMware.

VMware may conduct no more than one (1) audit in any calendar quarter.

EVALUATION LICENSE. If You are licensing the Software for evaluation purposes, your use of the Software is only permitted in a non-production environment and for the evaluation period designated by VMware. Notwithstanding any other provision in the Socialcast on Premise EULA, an Evaluation License of the Software is provided "AS-IS" without support or warranty of any kind, expressed or implied.

6.11 VMware Mirage

Definitions

"**Named User**" means the designated user who can access or use the Software.

License Notes

You may use the Software for up to the number of Named Users for which you have paid the applicable license fees. If the Software is licensed to you for a limited term, you may use the software solely during such term. Upon expiration or termination of the term, you shall promptly cease use of the Software and Documentation and destroy (and certify to VMware in writing the fact of such destruction) or return to VMware all copies of the Software and Documentation then in your possession or under your control.

7. CLOUD APPLICATION PLATFORM

7.1 VMware vFabric Suite

VMware vFabric Suite Standard includes VMware vFabric tc Server Spring Edition, VMware vFabric GemFire Application Cache Node, VMware vFabric Web Server, VMware vFabric Elastic Memory for Java, VMware vFabric Administration Server, VMware vFabric License Server, and VMware vFabric Application Performance Manager (which includes VMware vFabric AppInsight and VMware vFabric Hyperic).

In addition to the Software that is included in VMware vFabric Suite Standard, VMware vFabric Suite Advanced also includes VMware vFabric RabbitMQ, VMware vFabric SQLFire Professional Edition, VMware vFabric Application Director and VMware vFabric Postgres Standard Edition.

Definitions

"**Virtual CPU**" means the virtual processing power configured to a Virtual Machine.

License Notes

Your Average Use (as defined below) of the included Software may not exceed the number of Virtual Machines for which you have paid the applicable license fees, and each Virtual Machine running the Software is not permitted to have more than two (2) Virtual CPUs. If you run the Software in a Virtual Machine with more than two (2) Virtual CPUs, then multiple licenses of the Software are required. However, the splitting of a license of the Software to run in two (2) Virtual Machines, each with a single Virtual CPU, is strictly prohibited.

At least once every ninety (90) days during the License Term, you shall calculate the average number of Virtual Machines in which you have run the Software during the immediately preceding ninety (90)-day period ("Average Use"). If during any such ninety (90)-day period Your Average Use exceeds the number of licenses for which you have paid the applicable license fees, you shall: (a) report the excess use to VMware, within thirty (30) days of making the calculation, by written notice to vfabric@vmware.com and (b) pay to VMware, within thirty (30) days of the date of VMware's invoice, VMware's then-current fees for such additional licenses.

7.2 VMware vFabric Application Director 1.0

Definitions

"Processor" means a single physical chip that houses no more than six (6) processor cores that executes the instructions of the Software.

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

7.2.1 General License Notes for VMware vFabric Application Director 1.0

You may install and use the Software on the number of Processors and Virtual Machines for which You have paid the applicable license fees, unless you purchase the Software as a part of the VMware vCloud Suite.

7.2.2 Product Edition/Suite Specific License Notes

VMware vCloud Suite Enterprise (the **"vCloud Suite"**)

In addition to the general license notes above, if You purchase a license to VMware vFabric Application Director as a part of the vCloud Suite, the following terms apply:

If You purchase a license to VMware vFabric Application Director as a part of the vCloud Suite, You may use VMware vFabric Application Director for an unlimited number of Virtual Machines, provided that such Virtual Machines reside on a Processor that is running a copy of VMware vSphere licensed under the same vCloud Suite edition as VMware vFabric Application Director, and You comply with the terms and conditions of Your license to VMware vSphere as a part of the vCloud Suite.

You must purchase support and subscription services for the vCloud Suite under the Services Terms in order to receive any VMware vFabric Application Director upgrades or updates. If You purchase support and subscription services for the vCloud Suite, You will receive support and subscription services for VMware vFabric Application Director as set forth in the Services Terms as a part of the vCloud Suite, and You will not be entitled to receive any support or subscription services for VMware vFabric Application Director on a standalone basis.

If you downgrade the version of VMware vSphere from the version provided with the vCloud Suite, you may continue to use VMware vFabric Application Director, provided that You comply with the terms of this EULA.

7.3 VMware vFabric RabbitMQ

Definitions

"*Processor*" means a single physical chip that houses no more than six (6) processor cores that executes the instructions of the Software.

"*vFabric RabbitMQ Server Software*" means components of the Software that provide the messaging and other services on behalf of clients.

"*vFabric RabbitMQ Client Software*" means the components of the Software that execute in the user's application process and consume the services provided by the vFabric RabbitMQ Server Software.

License Notes

You may install and use vFabric RabbitMQ Server Software on the number of Processors you have licensed or in a licensed vFabric Advanced Virtual Machine. You are permitted to use and reproduce the vFabric RabbitMQ Client Software on an unlimited number of computers solely for the purpose of accessing licensed vFabric RabbitMQ Server Software.

7.4 VMware vFabric GemFire

Definitions

"*Application Cache Node*" means a Node that uses the Software for embedding a data cache within an application's process space or for accessing data available within a Data Management Node.

"*Data Management Node*" means a Node that uses the Software to provide data to one or more Application Cache Nodes.

"*Data Management Network*" means two or more Data Management Nodes that are interconnected for the purposes of sharing data.

"*Node*" means a server or personal computer hardware system capable of running the Software. A hardware partition or blade is considered a separate hardware system.

"*Processor*" means a single physical chip that houses no more than six (6) processor cores that executes the instructions of the Software.

License Notes

You may install and use the Software on Application Cache Nodes and Data Management Nodes which contain up to the maximum aggregate number of Processors for which you have paid the applicable license fees.

If you have purchased the "Unlimited Client Upgrade" for all of the Data Management Nodes within a Data Management Network, then you may connect an unlimited number of Application Cache Nodes to any Data Management Node within the Data Management Network.

If you have purchased the "Global WAN Upgrade" for all of the Data Management Nodes within a Data Management Network, then you may enable the Wide Area Network (WAN) communication for any Data Management Node within the Data Management Network.

7.5 VMware vFabric SQLFire Professional and Enterprise Edition

Definitions

"*Processor*" means a single physical chip that houses no more than six (6) processor cores that executes the instructions of the Software.

"*Server*" means a single hardware system capable of running the Software. For purposes of the VMware vFabric Application Platform EULA, a hardware partition or blade is considered a separate hardware system.

7.5.1 Product Specific License Notes for vFabric SQLFire

VMware vFabric SQLFire Professional Edition

You may install and use the Software on Servers that contain up to the maximum aggregate number of Processors for which you have paid the applicable license fees. Subject to the foregoing, you may link clusters of Servers running the Software; each cluster may contain an unlimited number of linked servers running the Software. You may not use the data-aware stored procedures capability of the Software or enable the Wide Area Network (WAN) communication feature of the Software for any Node in Your network.

VMware vFabric SQLFire Enterprise Edition

You may install and use the Software on Servers that contain up to the maximum aggregate number of Processors for which You have paid the applicable license fees. Subject to the foregoing, You may link clusters of Servers running the Software; each cluster may contain an unlimited number of linked Servers running the Software. You may also use the data-aware stored procedures capability of the Software and enable the Wide Area Network (WAN) communication feature of the Software for any Node in Your network.

7.6 VMware vFabric AppInsight

License Notes

You may use the Software for up to the number of Virtual Machines for which you have paid the applicable license fees.

7.7 VMware vFabric Postgres

Definitions

"**Non-Production Use**" means use of the Software solely in a development environment for application development, proof of concept, quality-assurance, or other testing purposes.

"**Production Use**" means use of the Software in any manner other than for Non-Production Use.

"**Virtual CPU**" means the virtual processing power configured to a Virtual Machine.

License Notes

You may use the Software for Production Use only for up to the number of Virtual Machines for which you have paid the applicable license fees, and each Virtual Machine running the Software is not permitted to have more than two (2) Virtual CPUs per license. In addition, you may use the Software for Non-Production Use. If you run the Software in a Virtual Machine that has more than two (2) Virtual CPUs, then multiple licenses of the Software are required. The splitting of a license to the Software to run in two (2) Virtual Machines is strictly prohibited.

7.8 VMware vFabric tc Server, Hyperic, Enterprise Ready Server and Web Server

Definitions

"**Processor**" means a single physical chip that houses no more than six (6) processor cores that executes the instructions of the Software.

"**Machine**" means, solely with respect to vFabric Hyperic product, a license to install and use on a Server, a Virtual Machine, or a network device.

License Notes

You may install and use the Software on the number of Processors and/or Machines for which You have paid the applicable license fees.

7.9 VMware SpringSource

Definitions

"**Machine**" means, solely with respect to Hyperic products, a license to install and use on a server, a Virtual Machine, or a network device.

"**Non-Production Use**" means use of the Software solely in a development environment for proof of concept, quality-assurance, or other testing purposes.

"**Processor**" means a single physical chip that houses no more than six (6) processor cores that executes the instructions of the Software.

"**Production Use**" means use of the Software in a live environment with Your commercial applications for internal business purposes only.

"**Subscription**" means a license for the Software and Support Services that (i) is effective upon the date of purchase and terminates upon the expiration or termination of Support Services; and (ii) may be renewed upon mutual written agreement by the parties and payment of the applicable fees.

"**Support Services**" means the technical support services offered by VMware for the Software pursuant to its then-current support policies.

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

License Notes

For Software licensed on a Subscription basis, You may (i) install the Software on the number of Processors and/or Machines, for Non-Production or Production Use, as specified in an Order Form; and (ii) use the Software for Your internal business purposes during the term of the Subscription. Upon expiration or termination of a Subscription, You shall promptly cease use of the Software and product documentation and destroy (and certify to VMware in writing the fact of such destruction), or return to VMware all copies of the Software and product documentation then in Your possession or control.

7.10 VMware vFabric Data Director

Definitions

"*Virtual CPU*" means the virtual processing power configured to a Virtual Machine.

License Notes

VMware vFabric Data Director

You may use the vFabric Data Director Software for up to the number of Virtual Machines for which you have paid the applicable license fees, and each Virtual Machine is not permitted to have more than two (2) Virtual CPUs per license. If You use the Software for a Virtual Machine that has more than two (2) Virtual CPUs, then an additional license for each set of two (2) Virtual CPUs is required. The splitting of a license for multiple Virtual Machines is strictly prohibited.

8. IT BUSINESS MANAGEMENT

8.1 VMware vCenter Chargeback Manager

Definitions

"**Managed Virtual Machine**" means a Powered-On Virtual Machine.

"**Powered-On Virtual Machine**" means a Virtual Machine in an active power state and executing computing instructions.

"**Processor**" means a single physical chip that houses no more than six (6) processor cores that executes the instructions of the Software.

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

8.1.1 General License Notes for VMware vCenter Chargeback Manager

You may use the Software for up to the number of Powered-On Virtual Machines or in accordance to a VMware approved licensing model for which you have paid the applicable license fees, unless you purchase the Software as a part of the VMware vCloud Suite.

8.1.2 Product Edition/Suite Specific License Notes

VMware vCloud Suite – Enterprise (collectively, the **"vCloud Suite"**)

In addition to the general license notes above, if You purchase a license to VMware vCenter Chargeback Manager as a part of the vCloud Suite, the following terms apply:

If You purchase a license to VMware vCenter Chargeback Manager as a part of the vCloud Suite, You may use VMware vCenter Chargeback Manager for an unlimited number of Virtual Machines, provided that such Virtual Machines reside on a Processor that is running a copy of VMware vSphere licensed under the same vCloud Suite edition as VMware vCenter Chargeback Manager, and You comply with the terms and conditions of Your license to VMware vSphere as a part of the vCloud Suite.

You must purchase support and subscription services for the vCloud Suite under the Services Terms in order to receive any VMware vCenter Chargeback Manager upgrades or updates. If You purchase support and subscription services for the vCloud Suite, You will receive support and subscription services for VMware vCenter Chargeback Manager as set forth in the Services Terms as a part of the vCloud Suite, and You will not be entitled to receive any support or subscription services for VMware vCenter Chargeback Manager on a standalone basis.

If you downgrade the version of VMware vSphere from the version provided with the vCloud Suite, you may continue to use VMware vCenter Chargeback Manager, provided that You comply with the terms of this EULA.

8.2 VMware Service Manager

Definitions

"**Concurrent Users**" means a total number of users who can access or use the Software at any given time.

"**Instance**" means the Software that is installed on either a single physical server or Virtual Machine or on a cluster of multiple physical servers or Virtual Machines working together and accessible by a single network address and has its data stored in a single database.

"**Named Users**" means designated users who can access or use the Software.

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

License Notes

You may install an Instance of the Software and the access or use of the Software is limited to the number of Concurrent Users and/or Named Users for whom you have paid the applicable license fees.

You may make five (5) copies of the Software solely for development, quality-assurance, or other testing purposes ("**Non Production Use**").

9. SMB PRODUCTS

9.1 VMware vCenter Protect Update Catalog

Definitions

"**Managed System**" means a physical hardware system or Virtual Machine running or being managed or monitored by the Software.

"**Subscription Software**" means Software that is licensed for a specific term and includes Support Services (at the Support Services level purchased) for the duration of such term ("**Subscription Term**").

"**Support Services**" means the technical support services offered by VMware for the Software pursuant to its then-current support policies.

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

License Notes

You may use the Software for up to the number of Managed Systems for which you have paid the applicable license fees.

You may use the Software solely in conjunction with Your properly licensed Microsoft System Center Configuration Manager software.

For Subscription Software, You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You shall promptly cease use of the Software and Documentation and destroy (and certify to VMware in writing the fact of such destruction) or return to VMware all copies of the Software and Documentation then in Your possession or under Your control.

9.2 VMware vCenter Protect Standard, Standard Console and Advanced

Definitions

"**Managed System**" means a physical hardware system or Virtual Machine running or being managed or monitored by the Software.

"*Processor*" means a single, physical chip that houses a central processing unit that can execute computer programs.

"**Subscription Software**" means Software that is licensed for a specific term and includes Support Services (at the Support Services level purchased) for the duration of such term ("Subscription Term").

"**Support Services**" means the technical support services offered by VMware for the Software pursuant to its then-current support policies.

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

9.2.1 General License Notes for VMware vCenter Protect Standard, Console and Advanced

You may use the Software for up to the number of Managed Systems for which you have paid the applicable license fees.

For Subscription Software, You may use the Software, solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You shall promptly cease use of the Software and Documentation and destroy (and certify to VMware in writing the fact of such destruction) or return to VMware all copies of the Software and Documentation then in Your possession or under Your control.

The Software may require a maintainable data component. You shall have access to the maintainable data component only as long as You purchase the appropriate Support Services or during the Subscription Term, as applicable.

9.2.2 Product Edition/Suite Specific License Notes

VMware vCenter Protect Standard with VMware vCenter Operations Management

In addition to the general license notes above, if You purchase a license to VMware vCenter Protect Standard with VMware vSphere with Operations Management, the following terms apply:

If you obtain a license to VMware vCenter Protect Standard as a part of VMware vSphere Standard with Operations Management, you may use VMware vCenter Protect Standard with Operations Management for an unlimited number of Virtual Machines, provided that such Virtual Machines reside on a Processor that is running a copy of VMware vSphere licensed under the same VMware vSphere Standard with Operations Management and You comply with the terms and conditions of Your license to VMware vSphere as a part of the VMware vSphere Standard with Operations Management.

You must purchase support and subscription services for VMware vSphere Standard with Operations Management under the Services Terms in order to receive any VMware vCenter Protect Standard upgrades or updates. If You purchase support and subscription services for VMware vSphere Standard with Operations Management, You will receive support and subscription services for VMware vCenter Protect Standard as set forth in the Services Terms as a part of VMware vSphere Standard with Operations Management, and You will not be entitled to receive any support or subscription services for VMware vCenter Protect Standard on a standalone basis.

If you downgrade the version of VMware vSphere from the version provided with VMware vSphere Standard with Operations Management, you may continue to use VMware vCenter Protect Standard, provided that You comply with the terms of this EULA.

10. VMWARE ITBM AND ITFM

10.1 VMware ITBM and ITFM On Premise

Definitions

"*Named User*" means Your employee or Third Party Agent who has been authorized by you to use the Software in accordance with the terms of the VMware ITBM and ITFM on Premise EULA.

License Notes

VMware IT Business Manager;
VMware IT Financial Manager

Each copy of the Software is licensed for use only by the number of Named Users listed in the applicable Order. You are responsible for all activities conducted by your Named Users and for your Named Users' compliance with the VMware ITBM and ITFM on Premise EULA.

The total number of Named Users who are allowed to use the Software licensed under an Order will be listed in such Order. You agree to provide each Named User a unique logon name and password to access the Software, and to prohibit Named Users from sharing a logon name or password with any other person. You may, from time to time, revoke a Named User's authorization by disabling his or her logon name and password, provided such procedure is used for legitimate business reasons (e.g., change in employee's duties or employment status) rather than to circumvent the restriction on number of Named Users.

You may use the Software in connection with providing services to third parties, provided that you do not provide such third parties with access to the Software.

The Software will be licensed on a subscription term basis, and You will receive support services during the term of your subscription, subject to the Services Terms.

11. UPGRADES AND CONVERSIONS

If you obtain a license to VMware software via an upgrade or conversion program or promotion, including the VMware Fair Value Conversion program, your license to the VMware software is also subject to the applicable promotion or program terms posted at www.vmware.com/download/eula.

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