VMWARE

PRODUCT GUIDE

OCTOBER 2013

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.

The license term for the Software shall be perpetual unless otherwise specified in the applicable order form.

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 5.5	Per Processor
VMware vSphere Update Manager	See Product Guide section.
VMware vCloud Director 5.5	Per Powered-On Virtual Machine
VMware vSphere Storage Appliance	Per Instance
NSX Platform	Per Virtual Machine
INFRASTRUCTURE AND OPERATIONS MANAGEMENT	**LICENSE METRIC**
VMware vCenter Operations Management Suite 5.7 Standard	Per Virtual Machine
VMware vCenter Operations Management Suite 5.7 Advanced	Per Operating Systems Instance
VMware vCenter Operations Management Suite 5.7 Enterprise	Per Operating Systems Instance
VMware vCenter Operations Manager 5.7	Per Operating Systems Instance, Network Device, and/or Storage Capacity
VMware vCenter Infrastructure Navigator	Per Virtual Machine
VMware vCenter Operations Management Suite Adapter	Per Operating Systems Instance
VMware vCenter Operations Management Suite Regulatory Compliance Content	Per Operating Systems Instance
VMware vCenter Server 5.5	Per Server
VMware Server	Per Server
VMware vCenter Lifecycle Manager	Per Processor
VMware vCenter Converter	See Product Guide section.
VMware vCenter Configuration Manager 5.7	Per Operating Systems Instance
VMware vCenter Site Recovery Manager	Per Protected Virtual Machine
VMware vCenter Lab Manager	Per Server
VMware vCenterCapacityIQ	See Product Guide section.
VMware vCenterServer Heartbeat	Per Protected vCenter Server
VMware vCenter Log Insight	Per Operating Systems Instance
SECURITY PRODUCTS	**LICENSE METRIC**
VMware vCloud Networking and Security 5.5	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 Horizon View Manager	Per Managed Concurrent Connections
VMware ThinApp	See Product Guide section.
VMware ThinApp Virtualization Packager	Per Device or Per Named User
VMware Workstation	Per Computer
VMware Fusion	Per Computer
VMware Fusion Professional	Per Computer
VMware Player	See Product Guide section.

VMware Player Plus	See Product Guide section.
VMware Zimbra	Per Mailbox
Socialcast On Premise	Per Named User
VMware Horizon View	Per Concurrent User
VMware Horizon Mirage	Per Named User
VMware Horizon Suite	Per Named User or Per Concurrent User
VMware Horizon Workspace	Per Named User
VMware vCenter Operations Manager for VMware Horizon View	Per Concurrent User
CLOUD APPLICATION PLATFORM	**LICENSE METRIC**
VMware vFabric Suite 5.1	Per Virtual Machine
VMware vFabric Suite 5.2	Per Virtual Machine
VMware vFabric Suite 5.3	Per Pair of Processing Units
VMware vFabric Application Director 5.2	Per Processor and/or Machines
VMware vFabric RabbitMQ	Per Processor
VMware vFabric GemFire	Per Processor
VMware vFabric SQLFire	Per Processor
VMware vFabric Applnsight	Per Virtual Machine
VMware vFabric Postgres 9.1	Per Virtual Machine
VMware vFabric Postgres 9.2	Per Virtual Machine
VMware vFabric tc Server, Enterprise Ready Server and Web Server	Per Processor and/or Machines
VMware vFabric Hyperic	Per Machine
VMware vFabric Application Performance Manager	Per Virtual Machine
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 HORIZON VIEW
VMware Horizon View 100-Pack Bundle (VMware vSphere Desktop, VMware vCenter Server, VMware Horizon View Manager, VMware vCloud Networking and Security, VMware ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation)
VMware Horizon View 10-Pack Bundle (VMware vSphere Desktop, VMware vCenter Server, VMware Horizon View Manager, VMware vCloud Networking and Security, VMware ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation)
VMware Horizon View 100-Pack Add-On (VMware Horizon View Manager, VMware vCloud Networking and Security, VMware ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation)
VMware Horizon View 10-Pack Add-On (VMware Horizon View Manager, VMware vCloud Networking and Security, VMware ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation)
VMware View Enterprise 100 Pack (VMware vSphere Desktop, VMware vCenter Server and VMware Horizon View Manager)
VMware View Enterprise 10 Pack (VMware vSphere Desktop, VMware vCenter Server and VMware Horizon View Manager)
VMware View Enterprise Add-On 10-Pack (VMware Horizon View Manager)
VMware View Enterprise Add-On 100-Pack (VMware Horizon View Manager)
VMWARE THINAPP
VMware ThinApp Suite (ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation)
VMware ThinApp Client 100-Pack (VMware ThinApp Client)
VMWARE HORIZON MIRAGE
VMware Horizon Mirage 10-Pack Named Users (VMware Horizon Mirage, VMware Fusion Professional, VMware ThinApp Virtualization Packager, VMware ThinApp Client, and VMware Workstation)
VMware Horizon Mirage 100-Pack Named Users (VMware Horizon Mirage, VMware Fusion Professional, VMware ThinApp Virtualization Packager, VMware ThinApp Client, and VMware Workstation)
VMWARE HORIZON APPLICATION MANAGER
VMware Horizon Application Manager 10-Pack (VMware Horizon Application Manager, VMware ThinApp Virtualization Packager, and VMware ThinApp Client)
VMware Horizon Application Manager 100-Pack (VMware Horizon Application Manager, VMware ThinApp Virtualization Packager, and VMware ThinApp Client)
VMWARE HORIZON WORKSPACE
VMware Horizon Workspace 10-Pack Named Users (VMware Horizon Workspace, VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware Workstation)
VMware Horizon Workspace 100-Pack Named Users (VMware Horizon Workspace, VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware Workstation)
VMWARE HORIZON SUITE
VMware Horizon Suite 10-Pack Named Users (VMware Horizon View, VMware Horizon Mirage, VMware Horizon Workspace, vCenter Operations Manager for VMware Horizon View)
VMware Horizon Suite 100-Pack Named Users (VMware Horizon View, VMware Horizon Mirage, VMware Horizon Workspace, vCenter Operations Manager for VMware Horizon View)

DESCRIPTION OF SOFTWARE
VMware Horizon Suite 10-Pack Concurrent Users (VMware Horizon View, VMware Horizon Mirage, VMware Horizon Workspace, vCenter Operations Manager for VMware Horizon View)
VMware Horizon Suite 100-Pack Concurrent Users (VMware Horizon View, VMware Horizon Mirage, VMware Horizon Workspace, vCenter Operations Manager for VMware Horizon View)
VMWARE VCLOUD SUITE
VMware vCloud Suite Standard (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector Advanced, VMware vCloud Networking and Security, VMware vCenter Operations Management Suite Standard, VMware vCloud Automation Center Standard)
VMware vCloud Suite Advanced (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector Advanced, VMware vCloud Networking and Security, VMware vCenter Operations Management Suite Advanced, VMware vCloud Automation Center Advanced)
VMware vCloud Suite Enterprise (VMware vSphere Enterprise Plus, VMware vCloud Director, VMware vCloud Connector Advanced, VMware vCloud Networking and Security, VMware vCenter Operations Management Suite Enterprise, vCenter Site Recovery Manager Enterprise, VMware vCloud Automation Center Enterprise)
VMWARE VSPHERE WITH OPERATIONS MANAGEMENT
VMware vSphere with Operations Management Standard (VMware vSphere Standard, VMware vCenter Operations Management Suite Standard)
VMware vSphere with Operations Management Enterprise (VMware vSphere Enterprise, VMware vCenter Operations Management Suite Standard)
VMware vSphere with Operations Management Enterprise Plus (VMware vSphere Enterprise Plus, VMware vCenter Operations Management Suite Standard)
VMWARE VCENTER OPERATIONS MANAGEMENT SUITE
VMware vCenter Operations Management Suite Standard (VMware vCenter Operations Manager)
VMware vCenter Operations Management Suite Advanced (VMware vCenter Operations Manager, VMware vFabric Hyperic, VMware vCenter Configuration Manager, VMware vCenter Infrastructure Navigator, VMware vCenter Chargeback Manager)
VMware vCenter Operations Management Suite Enterprise (VMware vCenter Operations Manager, VMware vFabric Hyperic, VMware vCenter Configuration Manager, VMware vCenter Infrastructure Navigator, VMware vCenter Chargeback Manager)
VMWARE VCLOUD AUTOMATION CENTER
VMware vCloud Automation Center Standard (VMware vCloud Automation Center)
VMware vCloud Automation Center Advanced (VMware vCloud Automation Center)
VMware vCloud Automation Center Enterprise (VMware vCloud Automation Center, VMware vFabric Application Director)
VMWARE VFABRIC SUITE
vFabric Fabric Suite Standard 5.1 (vFabric tc Server, vFabric Elastic Memory for Java, vFabric GemFire Application Cache Node, vFabric Web Server, vFabric Application Performance Manager, Spring support, Apache Tomcat support, Apache HTTP Server support)
vFabric Fabric Suite Advanced 5.1 (vFabric tc Server, vFabric Elastic Memory for Java, vFabric GemFire Application Cache Node, vFabric Web Server, vFabric Application Performance Manager, Spring support, Apache Tomcat support, Apache HTTP Server support , Application Director 1.0, SQLFire Professional Edition, vFabric Postgres 9.1, vFabric RabbitMQ, RabbitMQ support)
vFabric Fabric Suite Standard 5.2 (vFabric tc Server, vFabric Elastic Memory for Java, vFabric GemFire Application Cache Node, vFabric Web Server, vFabric Application Performance Manager, Spring support, Apache Tomcat support, Apache HTTP Server support)

DESCRIPTION OF SOFTWARE
vFabric Fabric Suite Advanced 5.2 (vFabric tc Server, vFabric Elastic Memory for Java, vFabric GemFire Application Cache Node, vFabric Web Server, vFabric Application Performance Manager, Spring support, Apache Tomcat support, Apache HTTP Server support , Application Director 1.0, SQLFire Professional Edition, vFabric Postgres 9.1, vFabric RabbitMQ, RabbitMQ support)
vFabric Suite Standard 5.3 (vFabric tc Server, vFabric Elastic Memory for Java, vFabric GemFire Application Cache Node, vFabric Web Server, vFabric Hyperic, Spring support, Apache Tomcat support, Apache HTTP Server support)
vFabric Suite Advanced 5.3 (vFabric tc Server, vFabric Elastic Memory for Java, vFabric GemFire Application Cache Node, vFabric Web Server, vFabric Hyperic, Spring support, Apache Tomcat support, Apache HTTP Server support , Application Director for Provisioning, SQLFire Professional Edition, vFabric Postgres 9.2, vFabric RabbitMQ, RabbitMQ support, Postgres support)
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)
VMWARE VI5-VCENTER
VMware vCenter Operations Management Suite Enterprise Plus Bundle (25 Operating System Instance Pack) (VMware vCenter Operations Manager Adapter Pack for 3rd Party monitoring tools (25 License Pack), VMware vCenter Operations 5.6 Management Suite Enterprise (25 Operating System Instance Pack), VMware vCenter Operations Management Suite Regulatory Compliance Option (25 Operating System Instance Pack)
VMware vCenter Operations Management Suite Regulatory Compliance Option (25 Operating System Instance Pack) (VMware vCenter Operations 5.6 Management Suite Enterprise (25 Operating System Instance Pack), VMware vCenter Operations Management Suite Regulatory Compliance Option (25 Operating System Instance Pack)
VMWARE VSPHERE
VMware vSphere Enterprise Plus with Cisco Nexus 1000V Bundle (VMware vSphere 5 Enterprise Plus for 1 processor, Cisco Nexus 1000V for VMware vSphere 5 Enterprise Plus for 1 processor)
VMware vSphere Essentials Kit for Retail and Branch Offices: Starter Kit (VMware vCenter Server 5 Essentials for vSphere 5 for Retail and Branch Offices, VMware vSphere 5 Essentials for Retail and Branch Offices for 1 processor)
VMware vSphere Essentials Plus for Retail and Branch Offices: Starter Kit (VMware vCenter Server 5 Essentials for vSphere 5 for Retail and Branch Offices, VMware vSphere 5 Essentials Plus for Retail and Branch Offices for 1 processor)
VMWARE VSHIELD
VMware vShield Security Bundle (VMware vShield Edge 5 (25 VM Pack), VMware vShield App 5 (25 VM Pack), VMware vShield Data Security 5 (25 VM Pack))

2. DATA CENTER AND CLOUD INFRASTRUCTURE

2.1 VMware vSphere 5.5

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 5.5

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, VMware vSphere Enterprise Plus, VMware vSphere with Operations Management Enterprise, and VMware vSphere with Operations Management Enterprise Plus editions.

Third Party Multipathing. You may use multipathing extensions module only with VMware vSphere Enterprise, VMware vSphere Enterprise Plus, VMware vSphere with Operations Management Enterprise, and VMware vSphere with Operations Management Enterprise Plus editions.

vSphere Auto Deploy. You may use this feature only if You have licensed VMware vSphere Enterprise Plus and VMware vSphere with Operations Management Enterprise Plus editions.

vSphere View Accelerator. You may use this feature only if You have licensed VMware vSphere Enterprise Plus and VMware vSphere with Operations Management Enterprise Plus editions.

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 with Operations Management Standard, VMware vSphere with Operations Management Enterprise, VMware vSphere with Operations Management Enterprise Plus, 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 with Operations Management Standard, VMware vSphere with Operations Management Enterprise, VMware vSphere with Operations Management Enterprise Plus, VMware vSphere Enterprise, VMware vSphere Enterprise Plus, VMware vSphere Essentials Plus or VMware vSphere Essentials Plus for Retail and Branch Offices.

vSphere Big Data Extensions. You may use this feature only if You have licensed any of the following editions of VMware vSphere: VMware vSphere with Operations Management Enterprise, VMware vSphere with Operations Management Enterprise Plus, VMware vSphere Enterprise, and VMware vSphere Enterprise Plus.

2.1.2 Product Edition/Suite Specific License Notes

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
 (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.

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 not use any programmatic interface, which can be called remotely (APIs), provided with your license to VMware vSphere Hypervisor. You must obtain a paid license to VMware vSphere to use such programmatic interfaces (APIs).

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, 7 and 8.

VMware View Enterprise, VMware Horizon View and VMware Horizon Suite

"**Desktop Virtual Machine**" is a hosted Virtual Machine with one of the following Windows operating systems: XP, Vista, 7 or 8.

"**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 Enterprise, VMware Horizon View or the VMware Horizon Suite, the following terms apply:

You may only use VMware vSphere Desktop 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 Desktop is limited to hosting Desktop Virtual Machines and running VMware products which are included in VMware View Enterprise, VMware Horizon View or the VMware Horizon Suite, or third party connection brokers and desktop management and monitoring tools. Your use of individual features included in VMware View Enterprise, VMware Horizon View or VMware Horizon Suite is limited to that particular product. The use of individual features interchangeably between VMware View Enterprise, VMware Horizon View or the VMware Horizon Suite is strictly prohibited.

2.2 VMware vSphere Essentials Plus with vSphere Storage Appliance and

VMware vSphere Essentials Plus with vSphere Storage Appliance for Retail and Branch Offices

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Definitions

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

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

2.2.1 General License Notes for VMware vSphere Essentials Plus with vSphere Storage Appliance and VMware vSphere Essential Plus with vSphere Storage Appliance for Retail and Branch Offices

You may use the Software for up to the maximum number of Instances for which you have paid the applicable license fees. For VMware vSphere Essentials Plus with vSphere Storage Appliance for Retail and Branch Offices, you may only run up to one Instance of the Software in a physical building.

2.3 VMware vSphere Update Manager

2.3.1 General License Notes for VMware 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 5.5

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 5.5

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.

Oracle is a third party beneficiary of this Agreement. THE AMOUNT YOU CAN RECOVER FROM ORACLE, INC. FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. $1,000).

IN NO EVENT SHALL INTEL OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE.

2.5 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.

2.5.1 General License Notes for VMware 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.

2.5.2 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.

2.6 VMware NSX Platform

"Administrator" means Your administrator identified in the Order who is permitted to download the Software from VMware.

"Authorized Contacts" means the designated users whose names and contact information have been provided by the Administrator to VMware for the purposes of support services for the Software.

"Digital Identifier" means the digital identifier unique to the Administrator (or other user who downloads the Software) that tracks each download of the Software.

"Logical Network Port" means each network port that is managed by the Software.

"Services Terms" means VMware's then-current Support and Subscription Contract Terms and Conditions, copies of which are found at www.vmware.com/files/pdf/support/support_terms_conditions.pdf.

"Tool Box" means certain software tools that VMware may provide to You from time to time for support purposes.

"Usage File" means the real-time encrypted file produced by the Software for each service which produces information specifically relating to Your usage of the Software.

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

License Notes

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If You purchased a usage based subscription license ("**Usage-Based License**"), the license fee for Your Usage-Based License will be calculated based on the reports provided to VMware by the Usage File.

If You purchased a subscription term license, You may use the Software for the term of the subscription up the amount of Virtual Machines and/or Logical Network Ports per month for which You have paid the applicable license fees.

Delivery. Only the Administrator is permitted to download the Software from VMware unless VMware otherwise agrees in writing, and the Digital Identifier will track each download of the Software. The Digital Identifier may be used by VMware to detect unauthorized use of the Software, but does not interfere with proper usage of the Software. You may not or permit any third party to tamper with the Digital Identifier.

Location. You may only install the Software on the equipment and operating environment located at Your facilities identified on the Order or otherwise approved by VMware in writing.

APIs and Third Party Applications. You may use the APIs included with the Software only to integrate the Software with Your cloud management, network management and billing systems. Any use of the APIs or other portions of the Software for other services (including but not limited to protocols, traffic engineering, L4-L7) must be certified for use in writing by VMware and will be subject to Your payment of additional fees. You may not use the Software, including the APIs, with any third party applications written specifically for the Software unless otherwise authorized in writing by VMware, which authorization may be conditioned on the payment of additional fees to VMware for such use.

Tool Box. You may internally use the Tool Box only to obtain support from VMware pursuant to the Services Terms. The Tool Box shall be deemed "Software" for the purposes of the EULA.

Open Source Software. Open Source Software is licensed to You under such OSS's own applicable license terms and the corresponding source files are available at http://nicira.com/about-us/open-source-licenses.

Usage File. If You have a Usage-Based License, the following additional terms apply. As part of the Usage File generation, if the VM unique identifier (UUID) is not configured by the Administrator when the Logical Network Port is created, each Logical Network Port will be counted like a unique VM for accounting and billing purposes. If uploads to VMware from the Usage File are not available for any reason, You will (a) promptly notify VMware and reasonably cooperate with VMware in correcting the problem, (b) on a timely basis, provide a detailed report as specified by VMware of all use of the Software for each Logical Network Port, and (c) be charged, and You agree to pay, for (i) continuous (24x7) usage of the Software for each Logical Network Port from the time of the last upload until the time that You report to VMware of the unavailability of the uploads, and (ii) thereafter, each day at the highest daily fee for that month (or, if applicable, for the prior month) until the Usage File is corrected or replaced. For the purposes of verification of Your compliance with the EULA and/or for calculation of fees owed to VMware, You agree not to tamper with the collection or transmission to VMware of information from the Usage File. You agree to cooperate with VMware to facilitate uploads of the Usage File(s) to VMware on an agreed timeframe.

3. INFRASTRUCTURE AND OPERATIONS MANAGEMENT

3.1 VMware vCenter Operations Manager 5.7

Definitions

"*Operating Systems Instance*" means a single installation of an operating system on a non-virtualized physical server or Virtual Machine.

"*Network Device*" means a hardware or software component that connects network segments and mediates data in a computer network being monitored by 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 5.7

You may use the Software for up to the number of Operating Systems Instance, Network Device, and/or Storage Capacity for which you have paid the applicable license fees. The number of Operating Systems Instances, Network Device, and/or Storage Capacity (each, a "License Unit") is calculated as the average number of such License Unit used during the immediately preceding 365 days.

IN NO EVENT SHALL ORACLE CORPORATION ("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.

3.2 VMware vCenter Operations Management Suite Adapter

Definitions

"*Operating Systems Instance*" means a single installation of an operating system on a non-virtualized physical server or Virtual Machine.

"*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 Operations Management Suite Adapter

You may use the Software for up to the number of Operating Systems Instances for which you have paid the applicable license fees. The number of Operating Systems Instances is calculated as the average number of Operating Systems Instances used during the immediately preceding 365 days.

YOU CAN RECOVER FROM MICROSOFT 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.

The relationship between You and VMware is that of licensee/licensor. Neither party will represent 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.

3.3 VMware vCenter Operations Management Suite Regulatory Compliance Content

Definitions

"*Operating Systems Instance*" means a single installation of an operating system on a non-virtualized physical server or Virtual Machine.

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

3.3.1 General License Notes for VMware vCenter Operations Management Suite Regulatory Compliance Content

You may use the Software for up to the number of Operating Systems Instances for which you have paid the applicable license fees. The number of Operating Systems Instances is calculated as the average number of Operating Systems Instances used during the immediately preceding 365 days.

ALTHOUGH THE SOFTWARE MAY INCLUDE SPECIFIC TECHNICAL AND CONFIGURATION GUIDANCE FOR REGULATORY COMPLIANCE, IT IS NOT A COMPREHENSIVE REGULATORY COMPLIANCE SOLUTION AND SHOULD NOT BE CONSTRUED AS LEGAL OR REGULATORY ADVICE. YOU SHOULD CONSULT YOUR REGULATORY COMPLIANCE EXPERT, LEGAL COUNSEL, OR AUDITOR FOR ANSWERS TO SPECIFIC COMPLIANCE QUESTIONS AND TO HELP YOU UNDERSTAND YOUR REGULATORY COMPLIANCE OBLIGATIONS.

3.4 VMware vCenter Server 5.5

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.

3.4.1 General License Notes for VMware vCenter Server 5.5

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.

3.4.2 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 Preinstallation 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
(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 Enterprise, VMware Horizon View and VMware Horizon Suite

"**Desktop Virtual Machine**" is a hosted Virtual Machine with one of the following Windows operating systems: XP, Vista, 7 or 8.

"**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 Desktop as a part of VMware View Enterprise, VMware Horizon View or the VMware Horizon Suite the following terms apply:

Your use of VMware vCenter Server Desktop included in VMware View Enterprise, VMware Horizon View, or the VMware Horizon Suite is limited to managing Servers that are solely hosting Desktop Virtual Machines and VMware products which are included in VMware View Enterprise, VMware Horizon View, VMware Horizon Suite or third party connection brokers and desktop management and monitoring tools. Your use of individual features included in VMware View Enterprise, VMware Horizon View, VMware Horizon Suite is limited to that particular product. The use of individual features interchangeably between VMware View Enterprise, VMware Horizon View or VMware Horizon Suite 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.

3.5 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.

"**VirtualCenter 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 VirtualCenter 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.

You can recover from Microsoft and its suppliers only direct damages up to U.S. $5.00, and you cannot recover from Microsoft any other damages, including consequential, lost profits, special, indirect or incidental damages.

3.8 VMware vCenter Configuration Manager 5.7

Definitions

"*Operating Systems Instance*" means a single installation of an operating system on a non-virtualized physical server or Virtual Machine.

"*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 5.7

You may use the Software for up to the number of Operating Systems Instances for which you have paid the applicable license fees. The number of Operating Systems Instances is calculated as the average number of Operating Systems Instances used during the immediately preceding 365 days.

ALTHOUGH THE SOFTWARE MAY INCLUDE SPECIFIC TECHNICAL AND CONFIGURATION GUIDANCE FOR REGULATORY COMPLIANCE, IT IS NOT A COMPREHENSIVE REGULATORY COMPLIANCE SOLUTION AND SHOULD NOT BE CONSTRUED AS LEGAL OR REGULATORY ADVICE. YOU SHOULD CONSULT YOUR REGULATORY COMPLIANCE EXPERT, LEGAL COUNSEL, OR AUDITOR FOR ANSWERS TO SPECIFIC COMPLIANCE QUESTIONS AND TO HELP YOU UNDERSTAND YOUR REGULATORY COMPLIANCE OBLIGATIONS.

You can recover from Microsoft and its suppliers only direct damages up to U.S. $5.00, and you cannot recover from Microsoft any other damages, including consequential, lost profits, special, indirect or incidental damages.

3.9 VMware vCenter Site Recovery Manager 5.5

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 5.5

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.

You can recover from Microsoft and its suppliers only direct damages up to U.S. $5.00, and you cannot recover from Microsoft any other damages, including consequential, lost profits, special, indirect or incidental damages.

3.10 VMware vCenterLab 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.

SupportLink. If you enable SupportLink 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 vCenterCapacityIQ

Definitions

"*Server Software*" means the proprietary VMware vCenterCapacityIQ 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 ProtectedvCenter 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 ProtectedvCenter 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.

3.13 VMware vCloud Automation Center 5.2

Definitions

"**Desktop Virtual Machine**" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: XP, Vista, 7 or 8.

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

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

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

"**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.

"**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.

3.13.1 General License Notes for VMware vCloud Automation Center 5.2

You may not use any components of the VMware vCloud Automation Center other than as part of the VMware vCloud Automation Center. For clarity, the restrictions of the foregoing sentence do not apply to the VMware vCloud Automation Center Development Kit.

You can recover from Microsoft and its suppliers only direct damages up to U.S. $5.00, and You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

You understand that any log files generated in order to obtain support from VMware may contain sensitive, confidential or personal information. You should consider obfuscating the logs before sending them to VMware.

3.13.2 Product Edition/Suite Specific License Notes

VMware vCloud Automation Center

In addition to the general license notes above, if You purchase a license to VMware vCloud Automation Center, you may use VMware vCloud Automation Center for up to the number of Managed Systems for which You have paid the applicable license fees.

VMware vCloud Automation Center for Desktop

In addition to the general license notes above, if You purchase a license to VMware vCloud Automation Center for Desktop, you may use VMware vCloud Automation Center for Desktop 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.

VMware vCloud Automation Center Development Kit

In addition to the general license notes above, if You purchase a license to the VMware vCloud Automation Center Development Kit, you may use the VMware vCloud Automation Center Development Kit for up to the number of Instances for which You have paid the applicable license fees.

3.14 VMware vCloud Connector Core 2.5

3.14.1 General License Notes for VMware vCloud Connector Core 2.5

Offline Data Transfer. You may use this feature only if you have an active subscription to VMware vCloud Hybrid Service. Please see the VMware vCloud Hybrid Service Terms of Service and Service Description for additional restrictions that apply to you regarding Offline Data Transfer.

Data Privacy.Data that VMware collects during the registration, activation and maintenance of your account ("Relationship Data") is needed in order to manage your account, send to you notifications, deliver products/services or product/service information, bill you for the purchased products/services, improve products/services, monitor compliance and provide ongoing support (to the extent VMware chooses to do any of the foregoing). VMware uses and shares Relationship Data for legitimate business purposes in line with industry standards. The information that VMware collects or you submit through the generally accessible portions of VMware's webpages is subject to VMware's Privacy Policy posted on such webpages, but VMware's Privacy Policy does not apply to Relationship Data that you have submitted.

Agents.You should be aware that the Software includes an Agent (as defined below). "Agent" (otherwise known as vCloud Connector Node) is a virtual appliance that can be deployed in each of the cloud computing environments that you connect to through use of the Software. You are responsible for determining whether any disclosure of such Agent to any party is necessary, and obtaining any consents if so required. You are also responsible for complying with any applicable privacy and data protection laws. You shall only deploy Agents to cloud computing environments subject to an agreement with the cloud computing environment supplier or other applicable party that protects VMware's and its licensors' interests consistent with the terms contained in this Agreement.

3.15 VMware vCloud Connector Advanced 2.5

3.15.1 General License Notes for VMware vCloud Connector Advanced 2.5

Data Privacy. Data that VMware collects during the registration, activation and maintenance of your account ("Relationship Data") is needed in order to manage your account, send to you notifications, deliver products/services or product/service information, bill you for the purchased products/services, improve products/services, monitor compliance and provide ongoing support (to the extent VMware chooses to do any of the foregoing). VMware uses and shares Relationship Data for legitimate business purposes in line with industry standards. The information that VMware collects or you submit through the generally accessible portions of VMware's webpages is subject to VMware's Privacy Policy posted on such webpages, but VMware's Privacy Policy does not apply to Relationship Data that you have submitted.

Agents. You should be aware that the Software includes an Agent (as defined below). "Agent" (otherwise known as vCloud Connector Node) is a virtual appliance that can be deployed in each of the cloud computing environments that you connect to through use of the Software. You are responsible for determining whether any disclosure of such Agent to any party is necessary, and obtaining any consents if so required. You are also responsible for complying with any applicable privacy and data protection laws. You shall only deploy Agents to cloud computing environments subject to an agreement with the cloud computing environment supplier or other applicable party that protects VMware's and its licensors' interests consistent with the terms contained in this Agreement.

3.16 VMware vCenter Multi-Hypervisor Manager

3.16.1 General License Notes for VMware vCenter Multi-Hypervisor Manager

You can recover from Microsoft and its suppliers only direct damages up to U.S. $5.00, and you cannot recover from Microsoft any other damages, including consequential, lost profits, special, indirect or incidental damages.

3.17 VMware vCenter Log Insight

Definitions

"*Operating Systems Instance*" means a single installation of an operating system on a non-virtualized physical server or Virtual Machine. For the purposes of VMware vCenter Log Insight only, the definition of Operating Systems Instance also includes a single system identified by an IP address that has the ability to generate log messages, including but not limited to, virtualized physical servers, storage arrays and network devices.

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

3.17.1 General License Notes for VMware vCenter Log Insight

You may use the Software for up to the number of Operating Systems Instances for which you have paid the applicable license fees. The number of Operating Systems Instances is calculated as the average number of Operating Systems Instances during the immediately preceding 365 calendar days. For the avoidance of doubt, the Software must be licensed for the Operating Systems Instances that are providing data to a centralized server. A license is not required for (i) installations of the Software that are solely for disaster recovery, online

archive analysis, or scale out; or (ii) a centralized server which is solely configured to collect data and does not generate any data itself.

Log Files and Support Data. You acknowledge that correspondence, log files and other data generated in conjunction with either a request for support services or your involvement in the Customer Experience Improvement Program (collectively, "Support Data") may contain sensitive, confidential or personal information. By participating in the Customer Experience Improvement Program, you acknowledge and agree that your Support Data may be collected, processed, stored and transferred in accordance with the VMware vCenter Log Insight Installation and Administration Guide (http://www.vmware.com/pdf/log-insight-10-install-admin-guide.pdf). You are solely responsible for taking all steps necessary to both: 1) consider all applicable privacy laws prior to sending any Support Data to VMware; and 2) remove or otherwise protect any confidential, sensitive or personal information from the Support Data, including obfuscating the logs or otherwise guarding such information. Information collected by VMware may be transferred, stored and processed by VMware in the United States or any other country in which VMware or its affiliates, subsidiaries or service providers maintain facilities.

IN NO EVENT SHALL INTEL OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE.

4. SECURITY PRODUCTS

4.1 VMware vCloud Networking and Security 5.5

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 5.5

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.

4.2 VMware vSphere Data Protection Advanced

"**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 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.

4.2.1 General License Notes for VMware vSphere Data Protection Advanced

You may use the Software to back up an unlimited number of Virtual Machines hosted by a Server if you have a license to the Software for each Processor in the host Server.

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 ADVANCED 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.

4.3 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.

4.4 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.

4.5 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 MySQL Software as a general SQL server. Sun Microsystems, Inc .and its licensors retain all right, title and interest in the MySQL Software.

5.2 VMware 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 Horizon Workspace

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

"*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 this Agreement.

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

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

"*Third Party Agent*" means a third party delivering information technology services to You pursuant to a written contract with You.
You may use the Software for up to the number of Named Users for which You have paid the applicable license fees.

You will receive a single license to the ThinApp Packager Tool and VMware Workstation for each license pack of VMware Horizon Workspace purchased by You.

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

You are responsible for all activities of your Named Users and for your Named Users' compliance with this Agreement. You must have a separate VMware ThinApp license for each Named User.

You will display the following notice with each ThinApp: "Powered by VMware. Portions of this software contain VMware, Inc. technology. Copyright © 1999-2013 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.

You may only use VMware Workstation with the VMware ThinApp Packager provided with the VMware Horizon Suite, and only Your IT administrator may use either copy of the VMware Workstation or VMware ThinApp Packager provided with the VMware Horizon Suite.

You can recover from Microsoft and its suppliers only direct damages up to U.S. $5.00, and you cannot recover from Microsoft any other damages, including consequential, lost profits, special, indirect or incidental damages.

IN NO EVENT SHALL INTEL OR ITS SUPPLIERS (INLCUDING ORACLE) BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMIATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE.

Data Collection and Privacy. In order for VMware to provide services and support to both you and your employer ("Your Organization"), you agree that VMware may collect, process, share and store data in accordance with the VMware Privacy Policy (http://www.vmware.com/help/privacy.html). You agree that any personal and technical data collected or received by VMware in connection with the download, installation,

configuration, maintenance, support and use of the Software may be transferred, stored and processed in the United States or any other country in which VMware or its affiliates, subsidiaries or service providers maintain facilities. By downloading, installing, using and receiving customer support assistance, you consent to the worldwide processing of your personal and technical data. You understand that the Software has been developed, marketed and supported by VMware and its affiliates for use by Your Organization and its individual representatives, employees, customers and other users, including you. By downloading, installing, using and receiving customer support services for the Software, you acknowledge that any data you input into the Software, including without limitation personal, sensitive, confidential and technical data ("Data"), may be shared with and accessible by Your Organization. In order to protect the privacy, security and integrity of the Data and information in Your Organization's instance of the Software, you acknowledge and understand that Your Organization may set policies that affect your ability to control, access, share, transfer and/or delete Data stored in the Software. You acknowledge that correspondence and log files generated in conjunction with a request for support services may contain sensitive, confidential or personal information. You are solely responsible for taking the steps necessary to protect such data, including obfuscating the logs or otherwise guarding such information prior to sending it to VMware, Your Organization or any third party.

6.2 VMware Horizon View Manager

Definitions

"**Desktop Virtual Machine**" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: XP, Vista, 7 or 8.

"**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, 7 and 8. 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.

6.3 VMware View for iOS

Definitions

"**App Store**" means an electronic store and its storefronts branded, and owned and/or controlled by Apple or an affiliate of Apple.

License Notes

You and VMware acknowledge that this EULA is concluded between You and VMware only, and not with Apple, and Apple is not responsible for the Software or the content thereof. To the extent that the Usage Rules set forth for the Software in Apple's App Store Terms of Service are more restrictive, such Usage Rules shall apply.

You may use the Software only on an Apple-branded product running iOS (an "iOS Product") that You own or control.

VMware and You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.

The limited warranty in Section 7.1 of this EULA shall not apply to the Software. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the Software. NOTWITHSTANDING ANY OTHER SECTION OF THIS EULA, TO THE MAXIMUM EXTENT PERMITTED BY LAW, VMWARE AND ITS LICENSORS PROVIDE THE SOFTWARE "AS IS," WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS EULA OR COMMUNICATION WITH YOU, AND VMWARE AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Except as otherwise determined by applicable law, Apple shall not be responsible for addressing any claims of You or any third party relating to the Software or Your possession and/or use of that Software, including, but not limited to: (i) product liability claims, (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

In the event of any third party claim that the Software or Your possession and use of the Software infringes that third party's intellectual property rights, Apple is not responsible for the investigation, defense, settlement or discharge of any such intellectual property infringement claim.

You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.

VMware's address is VMware, Inc., 3401 Hillview Avenue, Palo Alto, California 94304, United States of America. Please direct any questions with respect to the Software by email to info@vmware.com or by calling (650) 427-5000. Notwithstanding the foregoing or any other provision, VMware is not obligated to provide any support or subscription services for the Software under this EULA, and You have no rights to any updates, upgrades or extensions or enhancements to the Software developed by VMware. You must comply with applicable third party terms of agreement when using the Software.

VMware and You acknowledge and agree that (i) Apple and its subsidiaries are third party beneficiaries of this EULA, and (ii) upon Your acceptance of the terms and conditions of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against You as a third party beneficiary thereof (provided that Apple's such rights shall not in any manner reduce VMware's rights).

6.4 VMware Horizon View Client for Windows

You can recover from Microsoft and its suppliers only direct damages up to U.S. $5.00, and you cannot recover from Microsoft any other damages, including consequential, lost profits, special, indirect or incidental damages.

6.5 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.

"*Named User*" means Your single designated employee or Third Party Agent who has been authorized by You to use the Software in accordance with the terms of this Agreement.

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

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

6.5.1 General License Notes for VMware ThinApp

You may use the Software internally to package Customer Application(s) solely to create ThinApps for 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 Software license for each Device or Named User, except for a Device or Named 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 © 1999-2013 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 EULA; and (ii) Your breach of the license terms and conditions of Customer Applications.

6.5.2 Product Edition/Suite Specific License Notes

VMware Horizon Workspace

In addition to the general license notes above, if you purchase a license to the Software as part of VMware Horizon Workspace, the following terms apply:

You may use the Software internally to package Customer Application(s) solely to create ThinApps for Named Users within Your enterprise, without any further redistribution rights, in accordance with the licensing terms of the Customer Application.

You are responsible for all activities of your Named Users and for your Named Users' compliance with this Agreement. You must have a separate VMware ThinApp license for each Named User.

You will display the following notice with each ThinApp: "Powered by VMware. Portions of this software contain VMware, Inc. technology. Copyright © 1999-2013 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 EULA; and (ii) Your breach of the license terms and conditions of Customer Applications.

VMware Horizon Mirage

In addition to the general license notes above, if You purchase a license to VMware ThinApp as a part of VMware Horizon Mirage, You may only use VMware ThinApp for up to the total number of Named Users for which You have paid the applicable license fees.

VMware Horizon View

"**Active Connection**" means (i) with respect to Horizon View, any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and physical computers, (ii) with respect to Horizon Mirage, any provisioned desktop image, and (iii) with respect to Horizon Workspace, any user who has logged in and authenticated into their workspace (provided however that a downloaded desktop agent that is constantly syncing or a provisioned and accepted workspace on a mobile device will always be considered an Active Connection and will constitute one Concurrent User at all times).

"**Concurrent Users**" means the total number of users accessing or using the Software at any given time to maintain an Active Connection to their workspace or desktop through an endpoint device.

"*Desktop Virtual Machine*" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: XP, Vista, 7 or 8.

"*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.

In addition to the general license notes above, if You purchase a license to VMware ThinApp as a part of VMware Horizon View, You may only use VMware ThinApp for up to the total number of Concurrent Users for which You have paid the applicable license fees.

VMware Horizon Suite

"*Active Connection*" means (i) with respect to Horizon View, any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and physical computers, (ii) with respect to Horizon Mirage, any provisioned desktop image, and (iii) with respect to Horizon Workspace, any user who has logged in and authenticated into their workspace (provided however that a downloaded desktop agent that is constantly syncing or a provisioned and accepted workspace on a mobile device will always be considered an Active Connection and will constitute one Concurrent User at all times).

"*Concurrent Users*" means the total number of users accessing or using the Software at any given time to maintain an Active Connection to their workspace or desktop through an endpoint device.

"*Desktop Virtual Machine*" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: XP, Vista, 7 or 8.

"*Named User*" means Your single designated employee or Third Party Agents who have been authorized by You to use the Software in accordance with the terms of this Agreement.

"*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.

In addition to the general license notes above, if You purchase a license to VMware ThinApp as a part of VMware Horizon Suite, You may use the Software for up to the number of Named Users or Concurrent Users for which you have paid the applicable license fees.

The VMware Horizon Suite may be licensed (i) per Named User in 10 or 100 Named User Packs or (ii) per Concurrent User in 10 or 100 Concurrent User Packs.

6.6 VMware ThinApp Virtualization Packager

<u>Definitions</u>

"*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 VMware ThinApp Virtualization Packager.

"**Named User**" means Your single designated employee or Third Party Agent who has been authorized by You to use the Software in accordance with the terms of this EULA.

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

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License Notes

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You may use the VMware ThinApp Virtualization Packager to create ThinApps for 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 Virtualization Packager license for each Device or Named User, except for a Device or Named 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 © 1999-2013 VMware, Inc. All Rights Reserved."

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6.7 VMware Workstation

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

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Definitions

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

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License Notes

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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.

Use of the Software has no Territory limitations.

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

The Software may include Microsoft components. You can recover from Microsoft and its suppliers only direct damages up to U.S. $5.00, and you cannot recover from Microsoft any other damages, including consequential, lost profits, special, indirect or incidental damages.

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.

Application Programming Interface ("APIs"). The APIs are provided for your personal use solely for the purpose of creating software that communicates with VMware Software (the "**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 use, modification and distribution of the distributable code and the Developer Software.

You will not (1) use the APIs to create, design or develop anything other than Developer Software; (2) make any more copies of the APIs than are reasonably necessary for the authorized use and backup and archival purposes; (3) modify, create derivative works of, reverse engineer, reverse compile, or disassemble the APIs, except that you may modify and create derivative works of, and distribute any code provided in the APIs that is designated by VMware in the APIs documentation as "distributable code" solely as part of your Developer Software; (4) distribute, sell, lease, rent, lend, or sublicense any part of the APIs to any third party except as designated herein and as necessary to distribute Developer Software or; (5) use the APIs to (a) create, design or develop software or services to circumvent, enable, modify or provide access, permissions or rights which would violate the technical restrictions of VMware Software, any additional licensing terms provided by VMware via product documentation, email notification and/or policy change on VMware website, and/or the terms of the End User License Agreements of VMware products; (b) disable, remove, over-ride or modify the display of any VMware product End User License Agreements to the end customers; or (c) 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.

VMware Player Plus. You may install and use VMware Player Plus, for personal use, internal business use, or any use by You in the functions of Your employment on a number of computers equal to the number of licenses purchased, provided that you install and use VMware Player Plus on the same computer on which VMware Workstation is installed. Installing and using a single license of VMware Player Plus on multiple computers is prohibited even if the computers are not running VMware Player Plus concurrently.

The Software may include Microsoft components. You can recover from Microsoft and its suppliers only direct damages up to U.S. $5.00, and you cannot recover from Microsoft any other damages, including consequential, lost profits, special, indirect or incidental damages.

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.

6.8 VMware Fusion and VMware Fusion Professional

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.

Definitions

"Active Connection" means (i) with respect to Horizon View, any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and physical computers, (ii) with respect to Horizon Mirage, any provisioned desktop image, and (iii) with respect to Horizon Workspace, any user who has logged in and authenticated into their workspace (provided however that a downloaded desktop agent that is constantly syncing or a provisioned and accepted workspace on a mobile device will always be considered an Active Connection and will constitute one Concurrent User at all times).

"**Commercial Use**" means any internal business use or any use by You in the functions of Your employment.

"Concurrent Users" means the total number of users accessing or using the Software at any given time to maintain an Active Connection to their workspace or desktop through an endpoint device.

"***Desktop Virtual Machine***" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: XP, Vista, 7 or 8.

"**Mac Computer**" means any Apple-branded products running Mac OS X.

"**Named User**" means Your single designated employee or Third Party Agent who has been authorized by You to use or access the Software in accordance with the terms of this Agreement.

"**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.

6.8.1 General License Notes for VMware Fusion and VMware Fusion Professional

VMware Fusion and VMware Fusion Professional.   You may install and use VMware Fusion for personal, non-Commercial Use on any Mac Computer that you own or control.

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

Use of the Software has no Territory limitations.

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

The Software may include Microsoft components. You can recover from Microsoft and its suppliers only direct damages up to U.S. $5.00, and you cannot recover from Microsoft any other damages, including consequential, lost profits, special, indirect or incidental damages.

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.

Application Programming Interface (APIs). The APIs are provided for your personal use solely for the purpose of creating software that communicates with VMware Software ("**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 use, modification and distribution of the distributable code and the Developer Software.

You will not (1) use the APIs to create, design or develop anything other than Developer Software; (2) make any more copies of the APIs than are reasonably necessary for the authorized use and backup and archival purposes; (3) modify, create derivative works of, reverse engineer, reverse compile, or disassemble the APIs, except that you may modify and create derivative works of, and distribute any code provided in the APIs that is designated by VMware in the APIs documentation as "distributable code" solely as part of your Developer Software; (4) distribute, sell, lease, rent, lend, or sublicense any part of the APIs to any third party except as designated herein and as necessary to distribute Developer Software or; (5) use the APIs to (a) create, design or develop software or services to circumvent, enable, modify or provide access, permissions or rights which would violate the technical restrictions of VMware Software, any additional licensing terms provided by VMware via product documentation, email notification and/or policy change on VMware website, and/or the terms of the End User

License Agreements of VMware products; (b) disable, remove, over-ride or modify the display of any VMware product End User License Agreements to the end customers; or (c) 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.

6.8.2 Product Edition / Suite Specific License Notes

VMware Horizon Mirage

In addition to the general license notes above, if You purchase a license to VMware Fusion Professional as a part of VMware Horizon Mirage, You may only use VMware Fusion Professional for up to the total number of the same Named Users for which You have paid the applicable license fees.

VMware Horizon Suite

In addition to the general license notes above, if You purchase VMware Fusion Professional as a part of VMware Horizon Suite, You may use VMware Fusion Professional for up to the number of the same Named Users or the same Concurrent Users for which you have paid the applicable license fees.

The VMware Horizon Suite may be licensed (i) per Named User in 10 or 100 Named User Packs or (ii) per Concurrent User in 10 or 100 Concurrent User Packs. The VMware Horizon Suite includes VMware Horizon View, VMware Horizon Mirage and VMware Horizon Workspace.

6.9 VMware Player and VMware Player Plus

Definitions

"Active Connection" means (i) with respect to Horizon View, any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and physical computers, (ii) with respect to Horizon Mirage, any provisioned desktop image, and (iii) with respect to Horizon Workspace, any user who has logged in and authenticated into their workspace (provided however that a downloaded desktop agent that is constantly syncing or a provisioned and accepted workspace on a mobile device will always be considered an Active Connection and will constitute one Concurrent User at all times).

"*Commercial Use*" means any internal business use or any use by You in the functions of your employment.

"Concurrent Users" means the total number of users accessing or using the Software at any given time to maintain an Active Connection to their workspace or desktop through an endpoint device.

"*Desktop Virtual Machine*" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: XP, Vista, 7 or 8.

"*Named User*" means Your single designated employee or Third Party Agent who has been authorized by You to use or access the Software in accordance with the terms of this Agreement.

"*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.

6.9.1 General License Notes for VMware Player and VMware Player Plus

You may install and use VMware Player for your own personal non-Commercial Use. If you purchased VMware Player Plus or if You obtain the Software as part of VMware Fusion Professional, You may install and use the Software for Commercial Use 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. Use of the Software has no Territory limitations.

Faculty and Students of organizations that are members of the VMware Academic Program may use the Software for education and research. For information about the program, please visit

http://www.vmware.com/partners/academic/program-overview.html.

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.

The Software may include Microsoft components. You can recover from Microsoft and its suppliers only direct damages up to U.S. $5.00, and you cannot recover from Microsoft any other damages, including consequential, lost profits, special, indirect or incidental damages.

6.9.2 Product Edition / Suite Specific License Notes

VMware Horizon Mirage

In addition to the general license notes above, if You purchase a license to VMware Player Plus as a part of VMware Horizon Mirage, You may only use VMware Player Plus for up to the total number of the same Named Users for which You have paid the applicable license fees.

VMware Horizon Suite

In addition to the general license notes above, if You purchase VMware Player Plus as a part of VMware Horizon Suite, You may use VMware Player Plus for up to the number of the same Named Users or the same Concurrent Users for which you have paid the applicable license fees.

The VMware Horizon Suite may be licensed (i) per Named User in 10 or 100 Named User Packs or (ii) per Concurrent User in 10 or 100 Concurrent User Packs. The VMware Horizon Suite includes VMware Horizon View, VMware Horizon Mirage and VMware Horizon Workspace.

6.10 VMware 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.

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.

6.11 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.

6.12 VMware Horizon Mirage

Definitions

"**Named User**" means Your single designated employee or Third Party Agent who has been authorized by You to use or access the Software in accordance with the terms of this Agreement.

6.12.1 General License Notes for VMware Horizon Mirage

You may only use VMware Horizon Mirage for up to the total number of Named Users for which You have paid the applicable license fees.

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

6.13 VMware Horizon Mirage Windows Migration

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.

6.13.1 Product Edition / Suite Specific License Notes

VMware Horizon Mirage Windows Migration

You may only use VMware Horizon Mirage Windows Migration for up to the total number of Named Users for which You have paid the applicable license fees and solely for the purpose of migrating from one Windows operating system to another (e.g., Windows XP to 7). VMware Horizon Mirage Windows Migration is licensed to you for a limited term. You may use the software solely during such term. Upon expiration 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.

6.14 VMware View Planner 3.0

6.14.1 General License Notes for VMware View Planner 3.0

You may use the VMware View Planner benchmarking tool solely for Virtual Desktop Infrastructure performance analysis. As discussed in the VMware View Planner Installation and User Guide, VMware View Planner must be installed concurrently with VMware vSphere and VMware View Server. Your use of VMware View Planner must

comply with the VMware View Planner Run and Reporting Rules available at www.vmware.com/download/eula. Only You and/or authorized third parties may publish or publicly disseminate the results of Your performance testing and benchmark studies, provided that such performance testing and benchmarking studies conform to the VMware View Planner Run and Reporting Rules and the testing and benchmarking guidelines set forth in the EULA.

6.15 VMware vCenter Operations Manager for VMware Horizon View

Definitions

"Active Connection" means (i) with respect to Horizon View, any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and physical computers, (ii) with respect to Horizon Mirage, any provisioned desktop image, and (iii) with respect to Horizon Workspace, any user who has logged in and authenticated into their workspace (provided however that a downloaded desktop agent that is constantly syncing or a provisioned and accepted workspace on a mobile device will always be considered an Active Connection and will constitute one Concurrent User at all times).

"Concurrent Users" means the total number of users accessing or using the Software at any given time to maintain an Active Connection to their workspace or desktop through an endpoint device.

"*Desktop Virtual Machine*" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: XP, Vista, 7 or 8.

"*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.

6.15.1 General License Notes for VMware vCenter Operations Manager for VMware Horizon View

You may use the Software for up to the number of Concurrent Users for which you have paid the applicable license fees and who are connected to a virtual desktop powered by VMware Horizon View.

7. CLOUD APPLICATION PLATFORM

7.1 VMware vFabric Suite

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. For purposes of the VMware vFabric EULA, a hardware partition or blade is considered a separate hardware system.

"**Virtual CPU**" means a single unit of virtual processing power configured to a Virtual Machine.

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

"**Processing Unit**" means the following:

i) If running on a VMware-provided hypervisor, including but not limited to ESX, ESXi, and vSphere, then the Processing Unit is equivalent to one Virtual CPU.

ii) If running on Amazon Web Services Elastic Compute Cloud, then the Processing Unit is equivalent to the CPU capacity of one 1.0-1.2 GHz 2007 x86 single-core Processor.

iii) If running on a machine without a hypervisor of any kind (i.e., "bare metal"), then the Processing Unit is equivalent to one core of a Processor.

7.1.1 General License Notes for VMware vFabric Suite 5.1 and 5.2

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 and associated incremental support and subscription services fees.

7.1.2 General License Notes for VMware vFabric Suite 5.3

Your Average Use (as defined below) of the included Software may not exceed the number of pairs of Processing Units for which You have paid the applicable license fees. If you run the Software in a Virtual Machine or Server with more than two (2) Processing Units, then multiple licenses of the Software are required. However, the splitting of a license of the Software to run in two (2) Servers, Processors or Virtual Machines, each with a single Processing Unit, is strictly prohibited.

At least once every ninety (90) days during the License Term, You shall calculate the average number of Processing Units on 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 and associated incremental support and subscription services fees.

7.2 VMware vFabric Application Director 5.2

Definitions

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

"*Virtual CPU*" means a single unit of virtual processing power configured to a Virtual Machine.

"*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 5.2

You may install and use the Software on the number of Processors and Virtual Machine for which You have paid the applicable license fees.

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

7.2.2 Product Edition/Suite Specific License Notes

VMware vCloud Automation Center Enterprise (the **"vCAC Enterprise"**)

If You purchase a license to VMware vFabric Application Director as a part of vCAC Enterprise, including as a part of the VMware vCloud Suite, the following terms apply:

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 vCAC Enterprise and You comply with the terms and conditions of Your license to VMware vSphere as a part of vCAC Enterprise.

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

7.3 VMware vFabric Application Director for Provisioning and Release Automation 5.0

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 install and use the Software on the number of Virtual Machines for which You have paid the applicable license fees, or in accordance with a VMware-approved licensing model, unless You obtain licenses to the Software as a part of Your purchase of licenses to VMware vFabric Suite.

WITH RESPECT TO ANY MICROSOFT SOFTWARE INCLUDED IN THE SOFTWARE, YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. $5.00, AND YOU CANNOT RECOVER FROM MICROSOFT ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

7.4 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.

7.5 VMware vFabric GemFire Application Cache Node

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.

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, or in accordance with a VMware-approved licensing model, 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.

7.6 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.

7.6.1 Product Specific License Notes for vFabric SQLFire Professional and Enterprise Edition

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.

7.7 VMware vFabric AppInsight 2.6

License Notes

You may use the Software for up to the number of Virtual Machines, or in accordance with a VMware-approved licensing model, for which you have paid the applicable license fees.

7.8 VMware vFabric Postgres 9.1

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 a single unit of 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.

7.9 VMware vFabric Postgres 9.2

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 a single unit of 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.

Additional License Notes for Intel Software Provided with the Software

The Software may contain firmware for the Intel PRO/Wireless 2100 (the "Intel Software"). The following terms apply to the extent that the Software contains the Intel Software.

<u>LICENSE.</u> You may use the Intel Software, subject to these conditions:

1. The Intel Software is licensed for use only in conjunction with Intel component products. Use of the Intel Software in conjunction with non-Intel component products is not licensed hereunder.

2. You may not copy, modify, rent, sell, distribute or transfer any part of the Intel Software except as provided in this Agreement, and you agree to prevent unauthorized copying of the Intel Software.

3. You may not reverse engineer, decompile, or disassemble the Intel Software.

4. You may not sublicense the Intel Software.

5. The Intel Software may contain the software or other property of third party suppliers.

OWNERSHIP OF SOFTWARE AND COPYRIGHTS. Title to all copies of the Intel Software remains with Intel or its suppliers. The Intel Software is copyrighted and protected by the laws of the United States and other countries, and international treaty provisions. You may not remove any copyright notices from the Intel Software. Intel may make changes to the Intel Software, or items referenced therein, at any time without notice, but is not obligated to support or update the Intel Software. Except as otherwise expressly provided, Intel grants no express or implied right under Intel patents, copyrights, trademarks, or other intellectual property rights. You may transfer the Intel Software only if: (i) You obtain the prior written consent of VMware, and (ii) a copy of this license and these restrictions accompanies the Intel Software and the recipient agrees to be fully bound by these terms.

NOTWITHSTANDING ANY OTHER PROVISION, THE INTEL SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. VMware and its licensors do not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Intel Software.

LIMITATION OF LIABILITY. IN NO EVENT SHALL INTEL CORPORATION OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE INTEL SOFTWARE, EVEN IF INTEL CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS PROHIBIT EXCLUSION OR LIMITATION OF LIABILITY FOR IMPLIED WARRANTIES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY BETWEEN JURISDICTIONS.

TERMINATION. Intel may terminate this agreement as to the Intel Software at any time if You violate its terms. Upon termination, You will immediately destroy the Intel Software.

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GOVERNMENT RESTRICTED RIGHTS. The Intel Software is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or their successors. Use of the Intel Software by the Government constitutes acknowledgment of Intel's proprietary rights therein. Contractor or Manufacturer is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95052.

7.10 VMware vFabric tc Server, 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.

License Notes

You may install and use the Software on the number of Processors, or in accordance with a VMware-approved licensing model, for which You have paid the applicable license fees.

7.11 VMware vFabric Hyperic

Definitions

"*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.

"**Subscription Software**" means Software that is licensed for a specific term and includes support and subscription services, at the level purchased, for the duration of such term ("**Subscription Term**"). Support and subscription services for Subscription Software are subject to the Services Terms.

<u>**License Notes**</u>

You may install and use the Software on up to the number Machines, or in accordance with a VMware-approved licensing model, for which You have paid the applicable license fees.

For Subscription Software, You may use the Software only during the Subscription Term. You shall promptly cease all use of the Subscription Software upon expiration or termination of the Subscription Term.

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

7.12 VMware vFabric Application Performance Manager

<u>**Definitions**</u>

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

<u>**License Notes**</u>

You may install and use the Software for up to the number of Virtual Machines, or in accordance with a VMware-approved licensing model, for which You have paid the applicable license fees.

7.13 VMware SpringSource

<u>**Definitions**</u>

"***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.

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, or in accordance with a VMware-approved licensing model; 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.

7.14 VMware vFabric Data Director

Definitions

"*Virtual CPU*" means a single unit of virtual processing power configured to a Virtual Machine.

License Notes

You may use the vFabric Data Director Software, in accordance with a VMware-approved licensing model, or 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 2.5

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.

8.1.1 General License Notes for VMware vCenter Chargeback Manager 2.5

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.

You can recover from Microsoft and its suppliers only direct damages up to U.S. $5.00, and you cannot recover from Microsoft any other damages, including consequential, lost profits, special, indirect or incidental damages.
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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. VMWARE SUITES

11.1 VMware vCloud Suite

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.

11.1.1 General License Notes for VMware vCloud Suite
– Standard, Advanced and Enterprise (collectively, the **"vCloud Suite"**)

You may use the VMware applications in the vCloud Suite that are not VMware vSphere ("**Non-vSphere Applications in the vCloud Suite**") 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 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 Suite is subject to Your compliance with the terms and conditions of Your license to VMware vSphere set forth below.

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

You must purchase support and subscription services for the vCloud Suite under the Services Terms in order to receive any upgrades or updates for the VMware applications in the vCloud Suite. If You purchase support and subscription services for the vCloud Suite, You will receive support and subscription services for the VMware applications in the vCloud Suite 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 the VMware applications in the vCloud Suite on a standalone basis.

11.1.2 License Notes for VMware vSphere Enterprise Plus licensed as a part of the VMware vCloud Suite

You may use VMware vSphere on a Server that contains up to the maximum number of Processors for which you have paid the applicable license fees. If You exceed the number of Processors permitted under Your license to VMware vSphere, You must purchase additional licenses for the same vCloud Suite edition under which You received VMware vSphere.

Hosting Rights and Restrictions. Notwithstanding anything to the contrary in this EULA, You may use VMware vSphere 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 VMware vSphere 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.

11.1.3 License Notes for VMware vCloud Director licensed as a part of the VMware vCloud Suite

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11.1.4 License Notes for VMware vCenter Operations Management Suite
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11.1.5 License Notes for VMware vCloud Connector Advanced
licensed as a part of the VMware vCloud Suite

Data Privacy. Data that VMware collects during the registration, activation and maintenance of your account ("Relationship Data") is needed in order to manage your account, send to you notifications, deliver products/services or product/service information, bill you for the purchased products/services, improve products/services, monitor compliance and provide ongoing support (to the extent VMware chooses to do any of the foregoing). VMware uses and shares Relationship Data for legitimate business purposes in line with industry standards. The information that VMware collects or you submit through the generally accessible portions of VMware's webpages is subject to VMware's Privacy Policy posted on such webpages, but VMware's Privacy Policy does not apply to Relationship Data that you have submitted.

Agents. You should be aware that the Software includes an Agent (as defined below). "Agent" (otherwise known as vCloud Connector Node) is a virtual appliance that can be deployed in each of the cloud computing environments that you connect to through use of the Software. You are responsible for determining whether any disclosure of such Agent to any party is necessary, and obtaining any consents if so required. You are also responsible for complying with any applicable privacy and data protection laws. You shall only deploy Agents to cloud computing environments subject to an agreement with the cloud computing environment supplier or

other applicable party that protects VMware's and its licensors' interests consistent with the terms contained in this Agreement.

11.1.6 License Notes for VMware vCloud Automation Center licensed as a part of the VMware vCloud Suite

You may not use any components of the VMware vCloud Automation Center other than as part of the VMware vCloud Automation Center.

You can recover from Microsoft and its suppliers only direct damages up to U.S. $5.00, and You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

You understand that any log files generated in order to obtain support from VMware may contain sensitive, confidential or personal information. You should consider obfuscating the logs before sending them to VMware.

If You purchase a license to VMware vCloud Automation Center as a part of the vCloud Suite Standard, you are subject to the following restrictions for VMware vCloud Automation Center:

End Points – You may only provision workloads, physical servers, and other virtual endpoints in your environment that is running the VMware vCloud Suite.

Governance – You may not use VMware vCloud Automation Center to provide cost profiles or reporting on your IT infrastructure. You may not automatically restrict user access to your IT infrastructure.

Integration – You may not use the features that integrate VMware vCloud Automation Center with third party tools, create new workflows from VMware vCloud Automation Center, or customize VMware vCloud Automation Center.

11.2 VMware vSphere with Operations Management

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.

11.2.1 General License Notes for VMware vSphere with Operations Management – Standard, Enterprise and Enterprise Plus (collectively, **"vSOM"**)

Your license to use the VMware applications provided with vSOM that are not VMware vSphere ("**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 vSOM. Your license to use the Non-vSphere Applications is subject to Your compliance with the terms and conditions of Your license to VMware vSphere set forth below.

If you downgrade the version of VMware vSphere from the version provided with vSOM, you may continue to use the Non-vSphere Applications in vSOM, provided that You comply with the terms of the EULA.

You must purchase support and subscription services for vSOM under the Services Terms in order to receive any upgrades or updates for the VMware applications in vSOM. If You purchase support and subscription services for vSOM, You will receive support and subscription services for the VMware applications in vSOM as set forth in the

Services Terms as a part of vSOM, and You will not be entitled to receive any support or subscription services for the VMware applications in vSOM on a standalone basis.

11.2.2 License Notes for VMware vSphere licensed as a part of vSOM

You may use VMware vSphere on a Server that contains up to the maximum number of Processors for which you have paid the applicable license fees. If You exceed the number of Processors permitted under Your license to VMware vSphere, You must purchase additional licenses for the same vSOM edition under which You received VMware vSphere.

Hosting Rights and Restrictions. Notwithstanding anything to the contrary in this EULA, You may use VMware vSphere 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 VMware vSphere 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 Operations Management Enterprise, or VMware vSphere with Operations Management Enterprise Plus editions.

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

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

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

vSphere Big Data Extensions. You may use this feature only if You have licensed VMware vSphere with Operations Management Enterprise or VMware vSphere with Operations Management Enterprise Plus.

11.2.3 License Notes for VMware vCenter Operations Management Suite licensed as a part of vSOM

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COMPLIANCE EXPERT, LEGAL COUNSEL, OR AUDITOR FOR ANSWERS TO SPECIFIC COMPLIANCE QUESTIONS AND TO HELP YOU UNDERSTAND YOUR REGULATORY COMPLIANCE OBLIGATIONS.

11.3 VMware vCenter Operations Management Suite

Definitions

"**Operating Systems Instance**" means a single installation of an operating system on a non-virtualized physical server or Virtual Machine.

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

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

11.3.1 General License Notes for VMware vCenter Operations Management Suite

For Your license to each edition of the VMware vCenter Operations Management Suite, the number of permitted Virtual Machines or Operating Systems Instances, as applicable (each, a "License Unit") is calculated as the average number of License Units used during the immediately preceding 365 days.

IN NO EVENT SHALL ORACLE CORPORATION ("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.

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ALTHOUGH THE SOFTWARE MAY INCLUDE SPECIFIC TECHNICAL AND CONFIGURATION GUIDANCE FOR REGULATORY COMPLIANCE, IT IS NOT A COMPREHENSIVE REGULATORY COMPLIANCE SOLUTION AND SHOULD NOT BE CONSTRUED AS LEGAL OR REGULATORY ADVICE.YOU SHOULD CONSULT YOUR REGULATORY COMPLIANCE EXPERT, LEGAL COUNSEL, OR AUDITOR FOR ANSWERS TO SPECIFIC COMPLIANCE QUESTIONS AND TO HELP YOU UNDERSTAND YOUR REGULATORY COMPLIANCE OBLIGATIONS.

11.3.2 Product Edition/Suite Specific License Notes

VMware vCenter Operations Management Suite 5.7 Standard

In addition to the general license notes above, if You purchase a license to the VMware vCenter Operations Management Suite 5.7 Standard, the following terms apply:

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

VMware vCenter Operations Management Suite 5.7 Advanced

In addition to the general license notes above, if You purchase a license to the VMware vCenter Operations Management Suite 5.7 Advanced, the following terms apply:

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

VMware vCenter Operations Management Suite may be enhanced with data from third party server, storage and networking monitoring tools, provided that the third party systems are integrated with or otherwise used in conjunction with the Virtual Machines, physical servers or VMware vSphere hosts managed by the VMware vCenter Operations Manager provided with the VMware vCenter Operations Management Suite.

VMware vCenter Configuration Manager may only be used to manage your virtualized infrastructure, including VMware vSphere, VMware vCloud Networking and Security Suite, VMware vCenter Server and VMware vCloud Director, but not the operating systems and applications running as virtual machines on your virtualized infrastructure.

You may use only the VMware vFabric Hyperic platform plug-ins for Windows, Linux, AIX, Solaris, and HP-UX operating systems.

VMware vCenter Operations Management Suite 5.7 Enterprise

In addition to the general license notes above, if You purchase a license to the VMware vCenter Operations Management Suite 5.7 Enterprise, the following terms apply:

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

VMware vCenter Operations Management Suite may be enhanced with third party infrastructure, operating systems and application monitoring tools, provided that the third party systems are integrated with or otherwise used in conjunction with the Virtual Machines, physical servers or VMware vSphere hosts managed by the VMware vCenter Operations Manager provided with the VMware vCenter Operations Management Suite.

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11.4 VMware Horizon Suite

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Definitions

"Active Connection" means (i) with respect to Horizon View, any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and physical computers, (ii) with respect to Horizon Mirage, any provisioned desktop image, and (iii) with respect to Horizon Workspace, any user who has logged in and authenticated into their workspace (provided however that a downloaded desktop agent that is constantly syncing or a provisioned and accepted workspace on a mobile device will always be considered an Active Connection and will constitute one Concurrent User at all times).

"Concurrent Users" means the total number of users accessing or using the Software at any given time to maintain an Active Connection to their workspace or desktop through an endpoint device.

"*Desktop Virtual Machine*" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: XP, Vista, 7 or 8.

"*Named User*" means Your single designated employee or Third Party Agents who have been authorized by You to use the Software in accordance with the terms of this Agreement.

"***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.

11.4.1 General License Notes for VMware Horizon Suite

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

The VMware Horizon Suite may be licensed (i) per Named User in 10 or 100 Named User Packs or (ii) per Concurrent User in 10 or 100 Concurrent User Packs. The VMware Horizon Suite includes VMware Horizon View, VMware Horizon Mirage, VMware Horizon Workspace, and VMware vCenter Operations Manager for VMware Horizon View.

12. 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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