VMWARE PRODUCT GUIDE

APRIL 2020

vmware®

Table of Contents

1. TERMS APPLICABLE TO ALL PRODUCTS

The terms set forth in this VMware Product Guide ("***Product Guide***") apply to any VMware products you ("***You***") license under an end user license agreement or software license agreement ("***License Agreement***") that references this Product Guide.

1.1 Definitions

"**Core**" means a unit of measure that is defined based on the environment in which the Software operates: (1) in a physical computing environment, a Core is a Physical Core; (2) in a virtualized or hypervisor (VM) computing environment, a Core is a single physical computational unit of the Processor which may be presented as one or more vCPUs and/or (3) in a public cloud computing environment, a Core is defined as a single physical computational unit of the Processor, which may be presented as one or more vCPUs, but may be named differently by the public cloud vendors, e.g., Amazon Web Services defines Core as "vCPU", Microsoft Azure defines Core as "Core" or "vCPU", Google Cloud Platform defines Core as "Virtual CPU", and Heroku defines Core as "Compute".

"**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.

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

"**Processor**" means a single, physical chip that houses at least one Physical Core that can execute computer programs.

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

"**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.

"**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 are subject to the Support Services Terms.

"**Virtual CPU" or "vCPU"** 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.

"**VMware**" means VMware, Inc., a Delaware corporation, if You are purchasing Software for use in the United States and VMware International Unlimited Company, a company organized and existing under the laws of Ireland, for all other purchases.

Capitalized terms not defined in this Product Guide have the meanings ascribed in the License Agreement.

1.2 Order of Precedence

The terms of this Product Guide supersede and control over any conflicting terms of any License Agreement, order document, acknowledgement or confirmation, or other document You issue to VMware, unless VMware executes a written agreement with You expressly stating that: (a) that agreement modifies this Product Guide; or (b) the terms of that agreement supersede and control in the event of any inconsistency between that agreement and the Product Guide.

1.3 Applicable Version of Product Guide

The version of the Product Guide published at www.vmware.com/download/eula on the date that VMware accepts Your Order for Software applies to the version of Software in Your Order. VMware may provide You with Maintenance Releases, Minor Releases or Major Releases under a support and subscription contract. If You install a release that VMware provides to You, then the version of the Product Guide published at

www.vmware.com/download/eula on the date that You install the release applies to that release. "Maintenance Release", "Minor Release", and "Major Release" are each defined in the VMware Support and Subscription Services ("SnS") Terms and Conditions available at https://www.vmware.com/support/policies.html.

1.4 License Term

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

1.5 Processor Restriction

For any Software you license on a per-processor basis, each Software license may be used on a Processor with up to thirty-two (32) Physical Cores. If the Processor has more thirty-two (32) Physical Cores, one (1) additional Software license is required for every additional thirty-two (32) Physical Cores in the Processor.

1.6 Territory Restrictions

For deployments of Software on maritime vessels, the country where the vessel's home port is located is recognized as the territory for which the Software must be licenced in a License Agreement. Global deployment rights are therefore not required for deployments of Software on maritime vessels where the Software is operating under normal conditions.

For all Software described in Section 7 (Desktop and End User Computing), the territorial restrictions in the applicable License Agreement do not apply to any component of the Software that is installed on a "**Mobile Device**". In this section, a "**Mobile Device**" means laptops, and mobile devices, including but not limited to mobile phones, smartphones, tablet computer and similar mobile computing devices, personal digital assistants, enterprise digital assistants, ruggedized devices, and any similar or similarly functioning mobile electronic devices, whether owned by You or by Your authorized individual users.

For all Software described in Section 5 (Security), the territorial restrictions in the applicable License Agreement do not apply to the Sensor Software that is installed on a "**Endpoint**". In this section, an "**Endpoint**" means the computer device(s) on which the Sensor Software is installed, including, but not limited to, laptops, desktops, tablets, point of sale devices, and servers. "**Sensor Software**" means the software agents installed on the customer's Endpoints and server workloads.

For all Software that You receive that is incidental to your use of a VMware Cloud Service Offering and which must be installed in your on-premises environment to enable you to use that Service Offering, the territorial restrictions in the applicable License Agreement do not apply.

1.7 Data Collection and Usage

Some VMware Software allows Your organization to share technical data about its use of the Software and its environment with VMware for purposes such as improving the product and the customer's experience. Please see Section 13 of this Product Guide for further details.

1.8 Third Party Software

Some VMware Software includes third party software, which is subject to additional terms from VMware's licensors. Please see Section 14 of this Product Guide for further details.

1.9 Product Feedback

You may from time to time provide feedback to VMware concerning the functionality and performance of the Software including, without limitation, identifying potential errors and improvements ("**Feedback**"). VMware may use Feedback to improve or enhance its products and, accordingly, VMware shall have a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, modify, make, have made, distribute, sell, offer for sale, display, perform, create derivative works, permit unmodified binary distribution and otherwise exploit that Feedback without restriction.

PRODUCT BUNDLES AND SUITES 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
DATA SERVICES SUITE
MySQL for VMware Tanzu, Redis for VMware Tanzu, VMware RabbitMQ, RabbitMQ for VMware Tanzu, Concourse for VMware Tanzu
OPERATIONS MANAGER
Platform Automation Tools, Backup and Restore, App Metrics, Healthwatch, Event Alerts, VMware Tazu Infrastructure Service Brokers: VMware Tanzu Service Broker for AWS, Azure Service Broker for VMware Tanzu, GCP Service Broker for VMware Tanzu
PIVOTAL APP SUITE
Pivotal tc Server, VMware RabbitMQ
PIVOTAL DATA SUITE
Pivotal Greenplum (including Pivotal Greenplum for Kubernetes, Pivotal Greenplum Command Center, Pivotal Greenplum Backup and Restore, Pivotal Greenplum Data Copy Utility, and Pivotal Greenplum Text) Pivotal Gemfire, MySQL For VMware Tanzu, OSS Support for Spring Cloud Data Flow (Including Flo for Spring Cloud Data Flow), and Postgres
PIVOTAL GREENPLUM
Pivotal Greenplum for Kubernetes, Pivotal Greenplum Command Center, Pivotal Greenplum Backup and Restore, Pivotal Greenplum Data Copy Utility, and Pivotal Greenplum Text
SERVER SAN SUITE
VMware vSAN Advanced and EMC ScaleIO
VMWARE CLOUD FOUNDATION
VMware Cloud Foundation Standard: VMware SDDC Manager for vSAN, VMware NSX Data Center Advanced, VMware vSAN Advanced, VMware vSphere Enterprise Plus
VMware Cloud Foundation Advanced: VMware SDDC Manager for vSAN, VMware vRealize Suite Enterprise, VMware vRealize Network Insight Advanced, VMware NSX Data Center Advanced, VMware vSAN Advanced, VMware vSphere Enterprise Plus
VMware Cloud Foundation Enterprise: VMware SDDC Manager for vSAN, VMware vRealize Suite Enterprise, VMWare vRealize Network Insight Enterprise Add-on to VMware NSX Data Center Enterprise Plus, VMware NSX Data Center Enterprise Plus, VMware vSAN Enterprise, VMware vSphere Enterprise Plus
VMware Cloud Foundation Standard for External Storage: VMware SDDC Manager, VMware NSX Data Center Advanced, VMware vSphere Enterprise Plus
VMware Cloud Foundation Advanced for External Storage: VMware SDDC Manager, VMware vRealize Suite Enterprise, VMware vRealize Network Insight Advanced, VMware NSX Data Center Advanced, VMware vSphere Enterprise Plus
VMware Cloud Foundation Enterprise for External Storage: VMware SDDC Manager, VMware vRealize Suite Enterprise, VMWare vRealize Network Insight Enterprise Add-on to VMware NSX Data Center Enterprise Plus, VMware NSX Data Center Enterprise Plus, VMware vSphere Enterprise Plus
VMware Cloud Foundation Starter: VMware SDDC Manager for vSAN, VMware vRealize Suite Standard, VMware vRealize Network Insight Advanced, VMware NSX Data Center Advanced, VMware vSAN Advanced, VMware vSphere Enterprise Plus
VMware Cloud Foundation Kick-Start Kit: VMware SDDC Manager, VMware vRealize Suite Standard, VMware vRealize Network Insight Advanced, VMware NSX Data Center Advanced, VMware vSAN Advanced, VMware vSphere Enterprise Plus, VMware HCX Advanced, vCenter Server Foundation
VMware Cloud Foundation for Virtual Desktop Infrastructure: VMware SDDC Manager**,** VMware NSX Data Center Advanced, and VMware Horizon Enterprise
VMWARE ENTERPRISE PKS
VMware Enterprise PKS, VMware NSX-T Data Center Advanced Edition, VMware Harbor Container Registry for PCF, Pivotal Cloud Foundry Operations Manager, VMware Tanzu Kubernetes Grid
VMWARE ENTERPRISE PKS FLEX

VMware Enterprise PKS, VMware NSX-T Data Center Advanced Edition, VMware Harbor Container Registry for PCF, Pivotal Cloud Foundry Operations Manager, VMware Tanzu Kubernetes Grid
VMWARE HORIZON ADVANCED EDITION
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon Advanced, VMware Workspace ONE Access, VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware Workstation Pro, VMware Fusion Pro, Virtualization Pack for Skype for Business, and VMware vSAN for Desktop Advanced
VMWARE HORIZON APPS SUBSCRIPTION
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon Apps Advanced, VMware Dynamic Environment Manager, Help Desk Tool, Virtualization Pack for Skype for Business, and VMware App Volumes Enterprise
VMWARE HORIZON APPS STANDARD
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon Apps Standard, VMware Workspace ONE Access, VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware Workstation Pro, and VMware Dynamic Environment Manager
VMWARE HORIZON APPS ADVANCED
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon Apps Advanced, VMware Workspace ONE Access, VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware Workstation Pro, VMware Dynamic Environment Manager, Help Desk Tool, Virtualization Pack for Skype for Business, and VMware App Volumes Enterprise
VMWARE HORIZON ENTERPRISE EDITION
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon Enterprise, VMware Workspace ONE Access, VMware Mirage, VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware App Volumes Enterprise, VMware Workstation Pro, VMware vSAN for Desktop Advanced, vRealize Operations for Horizon, vRealize Orchestrator Plugin for Horizon, VMware Dynamic Environment Manager, VMware Fusion Pro, Help Desk Tool, Virtualization Pack for Skype for Business, VMware Session Collaboration and VMware Horizon for Linux
VMWARE HORIZON FOR LINUX
VMware Horizon for Linux, VMware vSphere Desktop, VMware vCenter Server and VMware Horizon for Linux
VMWARE HORIZON APPS SUBSCRIPTION
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon Apps Advanced, VMware Workspace ONE Access (SaaS), VMware Dynamic Environment Manager, Help Desk Tool, Virtualization Pack for Skype for Business, VMware Cloud Connector, and VMware App Volumes Enterprise
VMWARE HORIZON SUBSCRIPTION
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon Enterprise (binary), VMware Workspace ONE Access, VMware App Volumes Enterprise, VMware vSAN for Desktop Advanced, VMware Dynamic Environment Manager, Help Desk Tool, Virtualization Pack for Skype for Business, VMware Session Collaboration, VMware Cloud Connector, and VMware Horizon for Linux
VMWARE HORIZON STANDARD EDITION
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon View Standard, VMware ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation Pro
VMWARE HORIZON STANDARD EDITION ADD-ON
VMware Horizon Standard, VMware ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation Pro
VMWARE HORIZON VIEW ENTERPRISE
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon View Enterprise Add-on
VMWARE HYPER-CONVERGED INFRASTRUCTURE KITS
VMware Hyper-Converged Infrastructure Kit Essentials Edition: VMware vSphere Essentials Plus Kit, VMware vSAN Standard Edition Mware Hyper-Converged Infrastructure Kit Standard Edition: VMware vSphere Standard Edition, VMware vSAN Standard Edition VMware Hyper-Converged Infrastructure Kit Advanced Edition: VMware vSphere Enterprise Plus Edition, VMware vSAN Advanced Edition VMware Hyper-Converged Infrastructure Kit Enterprise Edition: VMware vSphere Enterprise Plus Edition, VMware vSAN Enterprise Edition VMware Hyper-Converged Infrastructure Kit with Operations Management: VMware vSphere Enterprise Plus Edition, VMware vSAN Enterprise Plus Edition

VMware Hyper-Converged Infrastructure Kit Remote Office Branch Office Standard Edition: VMware vSphere Remote Office Branch Office Enterprise Edition, VMware vSAN Remote Office Branch Office Standard Edition VMware Hyper-Converged Infrastructure Kit Remote Office Branch Office Advanced Edition: VMware vSphere Remote Office Branch Office Enterprise Edition, VMware vSAN Remote Office Branch Office Advanced Edition	

VMWARE MIRAGE

VMware Mirage, VMware ThinApp Virtualization Packager, VMware ThinApp Client, and VMware Workstation Pro

VMWARE PHOTON PLATFORM

Lightwave by VMware, Harbor by VMware, Photon Controller by VMware, Photon OS by VMware, Photon Networking and Photon Storage

VMware Tanzu Application Service

VMware Tanzu Application Service for VMs, VMware Tanzu Application Service for VMs For Windows®, Pivotal tc Server, OSS Support for Apache Tomcat, OSS Support for Spring, Isolation Segment, Spring Cloud Services for Vmware Tanzu, Spring Cloud Data Flow For Spring Cloud Services, Single Sign-On (Does Not Count Towards The Number Of Licensed Ais), App Autoscaler, Credhub Service Broker, Scheduler, Add-Ons For Vmware Tanzu: Ipsec, File Integrity Monitoring, Anti-Virus, Compliance Scanner

VMWARE Telco Cloud Automation

VMware Telco Cloud Manager, VMware HCX-TEC

VMWARE THINAPP

VMware ThinApp Suite: ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation Pro

VMWARE VCLOUD NFV

VMware vCloud Director for Service Providers, VMware vRealize Log Insight, VMware vSphere with Operations Management Enterprise Plus, VMware vSAN Standard, VMware vRealize Operations Manager Advanced Add-On for VMware vSphere with Operations Management

VMWARE VCLOUD NFV OPENSTACK

VMware Integrated OpenStack Carrier Edition, VMware vSphere with Operations Management Enterprise Plus, VMware vRealize Operations Management Advanced Add-on for vSphere with Operations Management, VMware Realize Log Insight, and VMware vSAN Standard

VMWARE VCLOUD SUITE

VMware vCloud Suite Standard: VMware vSphere Enterprise Plus for vCloud Suite and VMware vRealize Suite Standard

VMware vCloud Suite Advanced: VMware vSphere Enterprise Plus for vCloud Suite and VMware vRealize Suite Advanced

VMware vCloud Suite Enterprise: VMware vSphere Enterprise Plus for vCloud Suite and VMware vRealize Suite Enterprise

VMware vCloud Suite Platinum Standard: VMware vSphere Platinum and VMware vRealize Suite Standard

VMware vCloud Suite Platinum Advanced: VMware vSphere Platinum and VMware vRealize Suite Advanced

VMware vCloud Suite Platinum Enterprise: VMware vSphere Platinum and VMware vRealize Suite Enterprise

VMWARE VREALIZE

VMware vRealize Suite Standard: vRealize Business for Cloud Standard, vRealize Log Insight and vRealize Operations Advanced. The Application Monitoring feature of vRealize Operations is available as an add-on purchase

VMware vRealize Suite Advanced: vRealize Automation Advanced, VMware vRealize Business for Cloud Advanced, vRealize Log Insight and vRealize Operations Advanced. The Application Monitoring feature of vRealize Operations is available as an add-on purchase

VMware vRealize Suite Enterprise: vRealize Automation Enterprise, VMware vRealize Business for Cloud Advanced, vRealize Log Insight and vRealize Operations Advanced (along with the Application Monitoring feature)

VMWARE VREALIZE OPERATIONS

VMware vRealize Operations for IBM Power Systems (Small): VMware vRealize Operations Standard and Blue Medora Management Pack for VMware vRealize Operations

VMware vRealize Operations for IBM Power Systems (Medium): VMware vRealize Operations Advanced and Blue Medora Management Pack for VMware vRealize Operations

VMware vRealize Operations Enterprise Plus: VMware vCenter Operations Manager Adapter Pack for 3rd Party monitoring tools (25 License Pack), VMware vRealize Operations Enterprise (25 Operating System Instance Pack), and VMware vRealize Operations Regulatory Compliance Option (25 Operating System Instance Pack)
VMware vRealize Operations Insight: VMware vRealize Log Insight and VMware vRealize Operations Advanced
VMWARE VSPHERE
VMware vSphere Essentials Starter Kit: VMware vCenter Server 5 Essentials and VMware vSphere 5 for 1 processor
VMware vSphere Essentials Plus for Retail and Branch Offices, Starter Kit: VMware vCenter Server 5 Essentials and VMware vSphere 5 Essentials Plus for 1 processor
VMWARE VSPHERE WITH OPERATIONS MANAGEMENT
VMware vSphere with Operations Management Standard: VMware vSphere Standard and VMware vRealize Operations Standard
VMware vSphere with Operations Management Enterprise: VMware vSphere Enterprise and VMware vRealize Operations Standard
VMware vSphere with Operations Management Enterprise Plus: VMware vSphere Enterprise Plus and VMware vRealize Operations Standard
VMWARE WORKSPACE ONE
VMware Workspace ONE Enterprise: VMware Workspace ONE Advanced Edition and VMware Horizon Enterprise Edition
VMware Workspace ONE Enterprise Perpetual: VMware Workspace ONE Advanced Edition and VMware Horizon Enterprise Edition
VMware Workspace ONE Enterprise for VDI: VMware Workspace ONE Advanced Edition and VMware Horizon Enterprise Edition

2. DATA CENTER AND CLOUD INFRASTRUCTURE

2.1 VMware vSphere

Definitions

"Automated Provisioning" means the automated allocation or deallocation of one or more Physical Servers to an end customer's account via a software platform that provides capabilities to the end customer to control the hardware or firmware of those Physical Server(s).

"**Desktop Virtual Machine**" is a hosted Virtual Machine with one of the following Windows operating systems: XP, Vista, 7, 8, 10 or Server.

"Internally Developed Application" means: (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.

"MaaS Services Provider" means a service provider or public cloud compute provider that provides Metal-as-a-Service to its end customers.

"Metal-as-a-Service" means a self-service platform provided by service providers or public cloud compute providers to their end customers that provides Automated Provisioning of Physical Servers to the end customers.

"Physical Server" means a physical Server, regardless of whether the physical Server includes a hypervisor, operating system or other software (or some combination thereof).

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

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

"Third Party Agent" means a third party delivering information technology services to You pursuant to a written contract with You.

"**User**" means an employee, contractor or Third Party Agent for whom You or Your Third Party Agent use the Software to provide virtual desktop infrastructure, Terminal Services Sessions or associated desktop management and monitoring tools.

2.1.1 General License Notes

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, subject to the Processor Restriction detailed in Section 1.5.

Hosting Rights and Restrictions. You may use the Software to deliver Internally Developed Applications as a service to a third party via an internal or external network. 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.

Restrictions on Use with Metal-as-a-Service. You must not, and must not allow Your Third Party Agents to, access, use or operate the Software on Metal-as-a-Service provided by a MaaS Services Provider unless the MaaS Services Provider is an authorized participant in a VMware partner program that is governed by a separate set of terms and conditions that authorizes the MaaS Services Provider to use or operate the Software on Metal-as-a-Service. If You are a MaaS Services Provider, You must not allow a third party to access, use or operate the Software on Your or Your Third Party Agent's Metal-as-a-Service unless You are an authorized participant in a VMware partner program that is governed by a separate set of terms and conditions that authorizes third parties to use or operate the Software on Your or Your Third Party Agent's Metal-as-a-Service.

vSphere API for Array Integration (VAAI). You may use storage arrays that are certified for VAAI only with the following editions: VMware vSphere Standard, VMware vSphere Enterprise, VMware vSphere Enterprise Plus, VMware vSphere with Operations Management Standard, VMware vSphere Operations Management Enterprise,

VMware vSphere with Operations Management Enterprise Plus, VMware vCloud Suite Standard, VMware vCloud Suite Advanced, VMware vCloud Suite Enterprise, VMware vSphere ROBO Standard and VMware vSphere ROBO Advanced.

vSphere Virtual Volumes (VVOL). You may use storage arrays that are certified for VVOL only with the following editions: VMware vSphere Standard, VMware vSphere Enterprise, VMware vSphere Enterprise Plus, VMware vSphere with Operations Management Standard, VMware vSphere Operations Management Enterprise, VMware vSphere with Operations Management Enterprise Plus, VMware vCloud Suite Standard, VMware vCloud Suite Advanced, VMware vCloud Suite Enterprise, VMware vSphere ROBO Standard and VMware vSphere ROBO Advanced.

vSphere API for Storage Awareness (VASA). You may use storage arrays that are certified for VASA only with the following editions: VMware vSphere Standard, VMware vSphere Enterprise, VMware vSphere Enterprise Plus, VMware vSphere with Operations Management Standard, VMware vSphere Operations Management Enterprise, VMware vSphere with Operations Management Enterprise Plus, VMware vCloud Suite Standard, VMware vCloud Suite Advanced, VMware vCloud Suite Enterprise, VMware vSphere ROBO Standard and VMware vSphere ROBO Advanced.

vSphere Storage Policy Based Management (SPBM). You may only use this feature with the following editions: VMware vSphere Standard, VMware vSphere Enterprise, VMware vSphere Enterprise Plus, VMware vSphere with Operations Management Standard, VMware vSphere Operations Management Enterprise, VMware vSphere with Operations Management Enterprise Plus, VMware vCloud Suite Standard, VMware vCloud Suite Advanced, VMware vCloud Suite Enterprise, VMware vSphere ROBO Standard and VMware vSphere ROBO Advanced.

vSphere API for Third Party Multipathing. You may use multipathing extensions module only with the following editions: VMware vSphere Standard, VMware vSphere Enterprise, VMware vSphere Enterprise Plus, VMware vSphere with Operations Management Standard, VMware vSphere Operations Management Enterprise, VMware vSphere with Operations Management Enterprise Plus, VMware vCloud Suite Standard, VMware vCloud Suite Advanced, VMware vCloud Suite Enterprise, VMware vSphere ROBO Standard and VMware vSphere ROBO Advanced.

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.

vSphere Big Data Extensions – Log Files. 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 prior to sending it to VMware or any third party, including obfuscating the logs or otherwise guarding such information prior to sending it to VMware, Your organization or any third party.

vSphere Virtual Desktop Infrastructure.   If You have purchased an uncapped or unlimited quantity of licenses to the Software under a VMware Enterprise License Agreement, You may not use the Software to create a virtual desktop infrastructure (e.g., hosted desktop solution).

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 either: (1) up to two (2) Processors, each with up to thirty-two (32) Physical Cores; or (2) one Processor with up to sixty-four (64) Physical Cores. 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 Remote Office Branch Office Standard and VMware vSphere Remote Office Branch Office Advanced (collectively, the **"vSphere ROBO editions"**)

Notwithstanding the language above, if You purchase a license to VMware vSphere as a part of the vSphere ROBO editions, the following terms apply:

You may only use VMware vSphere included in the vSphere ROBO editions for up to the number of Virtual Machines You purchased. You may not use more than a single 25 Virtual Machine pack of the vSphere ROBO editions in each Authorized Location. "Authorized Locations" means Your remote physical locations but not including Your on-line stores, Your data centers, or similar types of locations.

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 that 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 APIs.

VMware vSphere Desktop

In addition to the general license notes above, if You purchase a license to 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, (ii) a Terminal Services Session or remote desktop services host for the purpose of hosting session based desktops or remoting applications, and (iii) associated desktop management and monitoring tools. You may use VMware vSphere Desktop on a Server that contains an unlimited number of Processors for which You have paid the applicable license fees. You must purchase one license of VMware vSphere Desktop for each User.

VMware vSphere Scale-Out

In addition to the general license notes above, if You purchase a license to VMware vSphere Scale-Out, the following terms apply:

You may only use vSphere Scale-Out to support groups of Virtual Machine hosts that are running (i) High Performance computing Workloads, or (ii) big data workloads that use Hadoop or SPARK frameworks. "High Performance Computing Workloads" are highly compute-intensive technical applications in science, research, engineering and technical environments that are load balanced across a group of Virtual Machines that use a distributed resource management framework or hardware compute accelerators to increase application performance.

VMware vSphere Platinum

In addition to the general license notes above, if You purchase a license to VMware vSphere Platinum, the following terms apply:

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, subject to the Processor Restriction detailed in Section 1.5..

Your license to use VMware vSphere Platinum includes (i) an entitlement to use the VMware vSphere Platinum with AppDefense Plugin software, and (ii) a one-year, 3-year, 4-year or 5-year subscription to the VMware AppDefense Platinum cloud service offering. Your use of the VMware vSphere Platinum with AppDefense Plugin software is governed by the License Agreement. Your use of the VMware AppDefense Platinum cloud service is governed by the VMware Cloud Service Offerings Terms of Service available at http://www.vmware.com/download/eula.html and the ancillary documents listed on the Terms of Service page, rather than by the License Agreement. Please review the provisions of the Service Description for details and additional conditions regarding Your use of the cloud service.

You may only use the VMware AppDefense Platinum cloud service with VMware vSphere Platinum. For each Processor in a Server that You use the Software, You must use the VMware AppDefense Platinum cloud service and VMware vSphere Platinum with AppDefense Plugin on the same Processor.

VMware vSphere add-on for Kubernetes

VMware vSphere add-on for Kubernetes is licensed as Subscription Software and includes the following hybrid infrastructure services features: Application-focused Management, VMware Tanzu™ Kubernetes Grid™ service for vSphere, vSphere Pod service, Storage service, Network service¸ Registry service. You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software and Documentation.

2.2 VMware vSphere Essentials Plus with vSphere Storage Appliance

Definitions

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

License Notes

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

2.3 VMware vCloud Director

Definitions

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

License Notes

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

2.4 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.

2.4.1 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.

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.

VMware vSphere Storage Appliance for VMware vSphere Essentials Plus for Retail and Branch Offices ("VSA for ROBO")

In addition to the general license notes above, if You purchase a license to VSA for ROBO, the following terms apply:

If You obtain a license to VSA for ROBO, You may use VSA for ROBO 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 VSA for ROBO.

2.5 VMware NSX

Definitions

"**Active Connection**" means any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and physical computers.

"**Active Hybrid Connection**" means a connection between one Cluster that is running VMware NSX-V Enterprise Plus software to another Cluster that is not running VMware NSX-V Enterprise Plus.

"**Application Instance**" means a single process running on a Virtual Machine within a Foundation.

"**Automated Provisioning**" means the automated allocation or deallocation of one or more Physical Servers to an end customer's account via a software platform that provides capabilities to the end customer to control the hardware or firmware of those Physical Server(s).

"**Cluster**" means a software grouping of Servers running vSphere for the purpose of resource sharing.

"**Concurrent Users**" means the total number of users accessing or using the Software at any given time to maintain an Active Connection to their 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, 8, 10 or Server.

"**Edge**" means a single virtualized device that connects the Your network branches and data centers with secure and optimized overlay tunnels.

"**Foundation**" means a single BOSH Director and all Virtual Machines managed by the BOSH Director. BOSH Director is the server component of an open source tool chain for release engineering, deployment and lifecycle management of large scale distributed services.

"**MaaS Services Provider**" means a service provider or public cloud compute provider that provides Metal-as-a-Service to its end customers.

"**Metal-as-a-Service**" means a self-service platform provided by service providers or public cloud compute providers to their end customers that provides Automated Provisioning of Physical Servers to the end customers.

"**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.

"**Physical Server**" means a physical Server, regardless of whether the physical Server includes a hypervisor, operating system or other software (or some combination thereof).

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

"**Public Cloud Infrastructure**" means infrastructure computing services whereby the provider makes necessary resources, such as hardware, software and other supporting infrastructure available for rent to customers (whether accessible by customers or not), and on which customers may install applications.

"**Software Gateway Instance**" is a virtual network function that delivers network services and provides optimized data paths to applications, network branches and data centers.

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

"**Third Party Agent**" means a third party delivering information technology services to You pursuant to a written contract with You.

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

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General License Notes

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Notwithstanding anything to the contrary in this EULA for evaluation licenses, Your use of the evaluation NSX Software is only permitted in a non-production environment and for a period of sixty (60) days.

If You purchased Subscription Software, except as noted below with respect to VMware NSX-T Data Center Advanced Edition for Tanzu Application Service, You may use the Software for the Subscription Term for which You have paid the applicable license fees.

Restrictions on Use with Metal-as-a-Service. You must not, and must not allow Your Third Party Agents to, access, use or operate the Software on Metal-as-a-Service provided by a MaaS Services Provider unless the MaaS Services Provider is an authorized participant in a VMware partner program that is governed by a separate set of terms and conditions that authorizes the MaaS Services Provider to use or operate the Software on Metal-as-a-Service. If You are a MaaS Services Provider, You must not allow a third party to access, use or operate the Software on Your or Your Third Party Agent's Metal-as-a-Service unless You are an authorized participant in a VMware partner program that is governed by a separate set of terms and conditions that authorizes third parties to use or operate the Software on Your or Your Third Party Agent's Metal-as-a-Service.

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Product Edition/Suite Specific License Notes

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VMware NSX Data Center for Desktop. If You purchased a license to VMware NSX Data Center for Desktop (any edition), You may use the Software for up to the number of Concurrent Users or Named Users for which You have paid the applicable license fees. You may only use the Software in Clusters running (i) virtual desktop virtual machines, including those desktops from VMware Horizon and/or third party solutions, and (ii) a Terminal Services Session or remote desktop services host for the purpose of hosting session based desktops or remoting applications. For each Cluster that is running the Software, You must purchase a license for every Concurrent User or Named User using the Software in the Cluster.

VMware NSX Data Center Enterprise Plus. If You purchased a license to VMware NSX Data Center Enterprise Plus, You may use the Software for up to the number of Processors or Cores (as applicable), in an on-premise environment, for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. Alternatively, for each license of VMware NSX Data Center Enterprise Plus (per Processor or per Core) for which You have paid the applicable license fees and are current on VMware support and subscription services for that Software, You may use the Software on Public Cloud Infrastructure to manage up to:

(1) Twenty-four (24) Virtual CPUs for each VMware NSX Data Center Enterprise Plus Per-Processor License, or
(2) Two (2) Virtual CPUs for each VMware NSX Data Center Enterprise Plus per-Core license,

however, You may not use the Software simultaneously in both an on-premise environment and on Public Cloud Infrastructure.

If at any time You cease to be current on VMware support and subscription services for all of Your VMware NSX Data Center Enterprise Plus licenses in use, You will only be licensed to use the Software in an on-premise environment and You must not use the Software on Public Cloud Infrastructure until You are again current on VMware support and subscription services for the Software.

Your purchase of a license to VMware NSX Data Center Enterprise Plus (per Processor or per Core) includes an entitlement to use VMware vRealize Network Insight Advanced Edition and VMware HCX Advanced. VMware HCX Advanced is a set of features received as a part of Your purchase or subscription (as applicable) of VMware NSX Data Center Enterprise Plus that provides infrastructure hybridity and application workload mobility at scale. You are entitled to connect up to three simultaneous source vCenters to the VMware HCX destination environment. All host Processors under management of the destination vCenter must be licensed with NSX Data Center Enterprise Plus. For each HCX Advanced license, you are entitled migrate up to 15 Virtual Machines per licensed Processor. If at any time You cease to be current on VMware Support and Subscription Services for the Software, your use of HCX Advanced may not receive the updates necessary to continue to function.

VMware NSX Data Center Advanced. If You purchased a license to VMware NSX Data Center Advanced, You may use the Software for up to the number of Processors or Cores (as applicable), in an on-premise environment, for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. Alternatively, for each license of VMware NSX Data Center Advanced (per Processor or per Core) for which You have paid the applicable license fees and are current on VMware support and subscription services for that Software, You may use the Software on Public Cloud Infrastructure to manage up to:

(1) Twenty-four (24) Virtual CPUs for each VMware NSX Data Center Advanced Per-Processor License, or
(2) Two (2) Virtual CPUs for each VMware NSX Data Center Advanced per Core license,

however, You may not use the Software simultaneously in both an on-premise environment and on Public Cloud Infrastructure.

If at any time You cease to be current on VMware support and subscription services for all of Your VMware NSX Data Center Advanced licenses in use, You will only be licensed to use the Software in an on-premise environment and You must not use the Software on Public Cloud Infrastructure until You are again current on VMware support and subscription services for the Software.

VMware HCX Enterprise Add-on for NSX Data Center Enterprise Plus. If you have purchased a perpetual license to VMware HCX Enterprise Add-on for NSX Data Center Enterprise Plus, you may use the Software for up to the number of Processors for which you have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. You may only use the VMware HCX Enterprise Add-on for NSX Data Center Enterprise Plus on host Processors that are under management of VMware HCX Advanced. You are entitled to connect up to ten simultaneous source vCenters to the VMware HCX destination environment. All host Processors under management of the destination vCenter must be licensed with VMware HCX Enterprise Add-on for NSX Data Center Enterprise Plus. For each HCX Enterprise Add-on for NSX Data Center Enterprise Plus license, you are entitled migrate up to 15 Virtual Machines for each per-Processor license. If at any time You cease to be current on VMware Support and Subscription Services for the Software, your use of Enterprise Add-on for NSX Data Center Enterprise Plus may not receive the updates necessary to continue to function.

VMware NSX for Cloud. If You purchased a license to VMware NSX for Cloud, You may use the Software for up to the number of Virtual CPUs for which You have paid the applicable license fees. The Software is licensed as Subscription Software. You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software and Documentation. You may only use VMware NSX for Cloud to manage application workloads deployed in a public cloud environment provided by Microsoft Corporation or Amazon Web Services Inc. You may not use VMware NSX for Cloud to manage application workloads deployed in Your on-premises environment.

VMware NSX-T Data Center Advanced Edition for Tanzu Application Service.

If You purchased a license to Tanzu Application Service ("TAS"), You may purchase VMware NSX-T Data Center Advanced Edition for Tanzu Application Service as an optional add-on to TAS.

VMware NSX-T Data Center Advanced Edition for Tanzu Application Service is licensed as Subscription Software. If You purchased a license to VMware NSX-T Data Center Advanced Edition for Pivotal Application Service, You may use the Subscription Software for up to the number of Application Instances for which You have paid the applicable license fees.

The Subscription Term of Your license to VMware NSX-T Data Center Advanced Edition for Tanzu Application Service will have the same Subscription Term as Your license to TAS. You may use the Subscription Software solely

during the Subscription Term and only with TAS. Upon expiration or termination of Your license to the Subscription Software, You must promptly cease use of the Subscription Software and Documentation.

Upon expiration or termination of Your license to use Pivotal Application Service, You must promptly cease use of the Subscription Software and Documentation.

Workspace ONE Access feature. A license to use VMware NSX Data Center (any edition) or NSX Cloud (any edition) includes an entitlement to use the Workspace ONE Access feature, but only for the following functionalities:

- directory integration functionality of Workspace ONE Access to authenticate users in a user directory such as Microsoft Active Directory or LDAP
- conditional access policy
- single-sign-on integration functionality with third party Identity providers to allow third party identity providers' users to single-sign-on into NSX
- two-factor authentication solution through integration with third party systems. VMware Verify, VMware's multi-factor authentication solution, received as part of Workspace ONE Access, may not be used as part of NSX, and
- single-sign-on functionality to access VMware products that support single-sign-on capabilities.

Restriction on Features. Each edition of the Software (Standard, Professional, Advanced, Enterprise or Enterprise Plus) offers different features and functionality. You may access and use only the features and functionality that correspond with the edition of Software You have validly licensed. Those features and functionality are detailed at the following links: http://kb.vmware.com/kb/2145269 and https://kb.vmware.com/s/article/52462. You agree to not access or use any feature or functionality of an edition of the Software to which You are not entitled based on the edition of Software You have validly licensed.

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.

Export restrictions and restrictions on use of NSX Software. VMware NSX Software is of United States Origin and contains some features (including features which support network infrastructure) which result in the application of stricter export control classifications pursuant to the United States Export Administration Regulations (EAR). For some uses of the VMware NSX Software, such as for use by "More Sensitive" Government End Users as defined in Part 772 of the EAR, there may be restrictions or prohibitions applicable to Your proposed use of the Software if that use is in or for certain Group D:1 countries (which include China or Russia) where VMware's Bulk Export License may not be used. You are responsible for ensuring that Your proposed use of the VMware NSX Software is not in violation of applicable United States or local law.

This section applies to use of NSX Software either standalone or when used as part of a VMware bundle or suite.

2.6 VMware NSX Advanced Load Balancer

Definitions

"Bare Metal" means a computer system or network in which the Software is installed directly on hardware rather than within a host operating system.

"Container" means a stand-alone, executable package of software code and the related runtimes, system tools, system libraries, and settings needed to run the code.

"Public Cloud Infrastructure" means infrastructure computing services whereby the provider makes necessary resources, such as hardware, software and other supporting infrastructure available for rent to customers (whether accessible by customers or not), and on which customers may install applications.

"Service Core" means a single physical computational unit of the processor that is used by the NSX Advanced Load Balancer Service Engine. The Service Core may be deployed on Bare Metal, on a Virtual Machine, or in a Container and may be deployed in an on-premises environment or on Public Cloud Infrastructure.

"Service Engine" means the data plane component of the VMware NSX Advanced Load Balancer Software that performs load balancing and client- and server-facing network interactions.

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License Notes:

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If You purchased a perpetual license to VMware NSX Advanced Load Balancer, the following terms apply:

1. You may use the Software up to the number of Service Cores for which you have paid the applicable license fees. Support Services must be purchased separately from the perpetual license.
2. For Bare Metal deployments when the entire physical CPU is used as a single, unbreakable/undivided Service Engine then you only need to purchase a Perpetual license for 5 Service Cores for each physical CPU.

If You purchased a Subscription Software to VMware NSX Advanced Load Balancer, the following terms apply:

1. You may use the Software up to the number of Service Cores for which you have paid the applicable license fees for the Subscription Term. You may use the Software solely during the Subscription Term. Upon expiration of the Subscription Term, you must promptly cease use of the Software and Documentation.
2. For Bare Metal deployments when the entire physical CPU is used as a single, unbreakable/undivided Service Engine then you only need to purchase a Subscription Software license for 5 Service Cores for each physical CPU.

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2.7 VMware vSAN

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Definitions

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"**Authorized Locations**" means Your remote physical locations but not including Your on-line stores, Your data centers, or similar types of locations.

"**Automated Provisioning**" means the automated allocation or deallocation of one or more Physical Servers to an end customer's account via a software platform that provides capabilities to the end customer to control the hardware or firmware of those Physical Server(s).

"**Cluster**" is a software grouping of Servers running vSphere for the purpose of resource sharing.

"**Concurrent Users**" means the total number of users accessing or using the Software at any given time.

"**Customer Support Data**" means the support bundles, log files and other data generated in conjunction with Your request for support services.

"**Direct Attached JBOD**" means a JBOD that is directly attached to a single Server and expands the capacity of only that Server.

"**Fault Domain**" means a set of hardware components including (e.g., computers, switches, etc.) that share a single point of failure (e.g., a Rack).

"**Flash Devices**" means a diskless form of assembling flash memory to store digital information.

"**Hard Disk Drive**" means a data storage device used for storing digital information persistently using rotating magnetic disks.

"**iSCSI Support**" means using the VMware vSAN datastore as an iSCSI target to present storage to a Server not in the Cluster running VMware vSAN.

"**JBOD**" means an enclosure that contains a number of storage devices such as magnetic disks and/or solid state disks and an architecture that makes the disks available as individual devices to the servers to which the JBOD is physically connected.

"**MaaS Services Provider**" means a service provider or public cloud compute provider that provides Metal-as-a-Service to its end customers.

"**Metal-as-a-Service**" means a self-service platform provided by service providers or public cloud compute providers to their end customers that provides Automated Provisioning of Physical Servers to the end customers.

"**Named Users**" 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.

"**Physical Server**" means a physical Server, regardless of whether the physical Server includes a hypervisor, operating system or other software (or some combination thereof).

"**Quality of Service**" means that a particular virtual machine or virtual machine disk is limited to a certain maximum performance level expressed as Input/Output Operations Per Second (IOPS).

"**Rack**" means a frame or enclosure for mounting or containing a number of compute servers (or blades) and optionally a number of networking equipment, storage devices (e.g., JBODs), power and cooling modules.

"**Storage Cluster**" means a software grouping of two or more Servers running vSphere and vSAN for the purpose of resource sharing.

"**Stretched Cluster**" means a deployment model in which a single compute and/or Storage Cluster with three or more Servers spans more than one Rack and uses a VMware witness appliance to maintain availability to users in the event of a Rack or site failure.

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

"**Third Party Agent**" means a third party delivering information technology services to You pursuant to a written contract with You.

"**2-node Cluster**" means a deployment model of only two Servers and a required VMware witness appliance.

General License Notes

VMware has changed the name of its "Virtual SAN" products to "vSAN" and any references to "Virtual SAN" products now refer to "vSAN" products.

Restrictions on Use with Metal-as-a-Service. You must not, and must not allow Your Third Party Agents to, access, use or operate the Software on Metal-as-a-Service provided by a MaaS Services Provider unless the MaaS Services Provider is an authorized participant in a VMware partner program that is governed by a separate set of terms and conditions that authorizes the MaaS Services Provider to use or operate the Software on Metal-as-a-Service. If You are a MaaS Services Provider, You must not allow a third party to access, use or operate the Software on Your or Your Third Party Agent's Metal-as-a-Service unless You are an authorized participant in a VMware partner program that is governed by a separate set of terms and conditions that authorizes third parties to use or operate the Software on Your or Your Third Party Agent's Metal-as-a-Service.

iSCSI Support

All editions of VMware vSAN include the iSCSI Support feature. You may only use iSCSI Support with physical, non-virtualized servers. You may not use iSCSI Support with other vSphere or ESXi clients or initiators, third party hypervisors, virtualized and non-virtualized applications using Microsoft Windows Server Failover Clustering (WSFC) and other Microsoft Windows clustering services, or migrations using raw device mapping (RDMs). iSCSI Support is limited to a maximum of 128 sessions per node, a maximum of 128 targets per cluster, and a maximum of 1024 logical unit numbers (LUNs) per cluster.

Support Bundles

vSAN includes a feature which enables You to collect and send Customer Support Data through the vSAN Health Tool's user interface ("Support Feature").

vSAN's Support Feature does not allow You to review, obfuscate or otherwise edit Customer Support Data prior to its collection and shipment to VMware. YOU REPRESENT AND WARRANT TO VMWARE THAT YOU WILL NOT USE vSAN'S SUPPORT FEATURE IN SITUATIONS WHERE YOUR CUSTOMER SUPPORT DATA MIGHT CONTAIN DATA SUBJECT TO REGULATION OR LAW, INCLUDING BUT NOT LIMITED TO: INFORMATION DEEMED AS PERSONAL OR SENSITIVE INFORMATION (INCLUDING DATA SUBJECT TO THE LAWS IMPLEMENTING THE EUROPEAN UNION'S DIRECTIVE ON PERSONAL DATA 95/46/EC), FINANCIAL INFORMATION (INCLUDING INFORMATION GOVERNED BY PAYMENT CARD INDUSTRY STANDARDS AND THE GRAHAM-LEACH-BLILEY ACT) AND/OR PROTECTED HEALTH INFORMATION (INCLUDING INFORMATION GOVERNED BY THE UNITED STATES HEALTH INFORMATION PRIVACY AND PORTABILTY ACT).

Product Edition/Suite Specific License Notes

VMware vSAN Standard

If You purchase a license to VMware vSAN Standard, the following terms apply:

You may use the Software in Clusters with up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5.

For each Cluster that is running the Software, You must license every Processor (subject to the Processor Restriction detailed in Section 1.5) in that Cluster, even if individual Servers do not include disks that are allocated to the vSAN datastore.

Use of the Software is limited to storage devices internal to Servers or Servers with a Direct Attached JBOD. All such internal storage drives may be (i) Flash Devices or Hard Disk Drives used for data persistency or (ii) Flash Devices used for performance caching purposes. Servers in each Cluster that is running the Software may be simultaneously connected to, and make use of, other storage solutions from VMware or third parties regardless of their location.

Servers in each Cluster may be distributed across multiple Racks provided that Your average LAN RTT latency is less than one millisecond. A Cluster containing exactly two Servers, commonly referred to as a 2-node Cluster, can be deployed as a Stretched Cluster. Clusters with three or more Servers are not allowed to be deployed as a Stretched Cluster, and the use of the Software in these Clusters is limited to using only a physical Server or a group of physical Servers as Fault Domains. Setting Quality of Service is allowed on Clusters running VMware vSAN Standard.

For each Cluster that is running the Software, the vSphere Distributed Switch may be used for network management purposes regardless of the vSphere edition. The use of the vSphere Distributed Switch is limited to each Cluster running the Software, unless the vSphere Distributed Switch is licensed with the appropriate vSphere edition. The use of the vSphere Distributed Switch in relation to the Software requires the Software to be enabled and properly licensed in the Cluster.

VMware vSAN Standard for Desktop

If You purchase a license to VMware vSAN Standard for Desktop, the following terms apply:

You may only use VMware vSAN for Desktop in Clusters running (i) virtual desktop virtual machines, including those desktops from Horizon and/or third party solutions, (ii) a Terminal Services Session or remote desktop services host for the purpose of hosting session based desktops or remoting applications, and (iii) associated desktop management and monitoring tools. You many only use VMware vSAN for Desktop for up to the number of Concurrent Users or Named Users for which You have paid the applicable license fees. VMware vSAN for Desktop is not subject to a processor limitation.

Use of the Software is limited to storage devices internal to Servers or to Servers with a Direct Attached JBOD. All such internal storage drives may be (i) Flash Devices or Hard Disk Drives used for data persistency or (ii) Flash Devices used for performance caching purposes. Servers in each Cluster that is running the Software may be simultaneously connected to, and make use of, other storage solutions from VMware or third parties regardless of their location.

Servers in each Cluster may be distributed across multiple racks. A Cluster containing exactly two Servers, commonly referred to as a 2-node Cluster, can be deployed as a Stretched Cluster. Clusters with three or more Servers are not allowed to be deployed as a Stretched Cluster, and the use of the software in these Clusters is

limited to using only a physical Server or a group of physical Servers as Fault Domains. Setting Quality of Service is allowed on Clusters running VMware vSAN Standard for Desktop.

For each Cluster that is running the Software, the vSphere Distributed Switch may be used for network management purposes regardless of the vSphere edition. The use of the vSphere Distributed Switch is limited to each Cluster running the Software, unless the vSphere Distributed Switch is licensed with the appropriate vSphere edition. The use of the vSphere Distributed Switch in relation to the Software requires the Software to be enabled and properly licensed in the Cluster.

VMware vSAN Advanced

If You purchase a license to VMware vSAN Advanced, the following terms apply:

You may use the Software in Clusters with up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5.

For each Cluster that is running the Software, You must license every Processor (subject to the Processor Restriction detailed in Section 1.5) in that Cluster, even if individual Servers do not include disks that are allocated to the vSAN datastore.

Use of the Software is limited to storage devices internal to Servers or to Servers with a Direct Attached JBOD. All such internal storage drives may be (i) Flash Devices or Hard Disk Drives used for data persistency or (ii) Flash Devices used for performance caching purposes. Servers in each Cluster that is running the Software may be simultaneously connected to, and make use of, other storage solutions from VMware or third parties regardless of their location.

Servers in each Cluster may be distributed across multiple racks. A Cluster containing exactly two Servers, commonly referred to as a 2-node Cluster, can be deployed as a Stretched Cluster. Clusters with three or more Servers are not allowed to be deployed as a Stretched Cluster, and the use of the software in these Clusters is limited to using only a physical Server or a group of physical Servers as Fault Domains. Setting Quality of Service is allowed on Clusters running VMware vSAN Advanced.

For each Cluster that is running the Software, the vSphere Distributed Switch may be used for network management purposes regardless of the vSphere edition. The use of the vSphere Distributed Switch is limited to each Cluster running the Software, unless the vSphere Distributed Switch is licensed with the appropriate vSphere edition. The use of the vSphere Distributed Switch in relation to the Software requires the Software to be enabled and properly licensed in the Cluster.

VMware vSAN Advanced for Desktop

If You purchase a license to VMware vSAN Advanced for Desktop, the following terms apply:

You may only use VMware vSAN Advanced for Desktop in Clusters running (i) virtual desktop virtual machines, including those desktops from Horizon and/or third party solutions, (ii) a Terminal Services Session or remote desktop services host for the purpose of hosting session based desktops or remoting applications, and (iii) associated desktop management and monitoring tools. You many only use VMware vSAN Advanced for Desktop for up to the number of Concurrent Users or Named Users for which You have paid the applicable license fees. VMware vSAN Advanced for Desktop is not subject to a processor limitation.

Use of the Software is limited to storage devices internal to Servers or to Servers with a Direct Attached JBOD. All such internal storage drives may be (i) Flash Devices or Hard Disk Drives used for data persistency or (ii) Flash Devices used for performance caching purposes. Servers in each Cluster that is running the Software may be simultaneously connected to, and make use of, other storage solutions from VMware or third parties regardless of their location.

Servers in each Cluster may be distributed across multiple racks. A Cluster containing exactly two Servers, commonly referred to as a 2-node Cluster, can be deployed as a Stretched Cluster. Clusters with three or more Servers are not allowed to be deployed as a Stretched Cluster, and the use of the software in these Clusters is limited to using only a physical Server or a group of physical Servers as Fault Domains. Setting Quality of Service is allowed on Clusters running VMware vSAN Advanced for Desktop.

For each Cluster that is running the Software, the vSphere Distributed Switch may be used for network management purposes regardless of the vSphere edition. The use of the vSphere Distributed Switch is limited to each Cluster running the Software, unless the vSphere Distributed Switch is licensed with the appropriate vSphere

edition. The use of the vSphere Distributed Switch in relation to the Software requires the Software to be enabled and properly licensed in the Cluster.

VMware vSAN Enterprise

If You purchase a license to VMware vSAN Enterprise, the following terms apply:

You may use the Software in Clusters with up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5.

For each Cluster that is running the Software, You must license every Processor (subject to the Processor Restriction detailed in Section 1.5) in that Cluster, even if individual Servers do not include disks that are allocated to the vSAN datastore.

Use of the Software is limited to storage devices internal to Servers or to Servers with a Direct Attached JBOD. All such internal storage drives may be (i) Flash Devices or Hard Disk Drives used for data persistency or (ii) Flash Devices used for performance caching purposes. Servers in each Cluster that is running the Software may be simultaneously connected to, and make use of, other storage solutions from VMware or third parties regardless of their location.

Servers in each Cluster may be distributed across multiple Racks. Servers in each Cluster may be deployed as a Stretched Cluster and may offer data storage redundancy within multiple sites at the same time regardless of Cluster size. You are responsible for ensuring that each site has enough servers to meet the requirements of the applicable storage policies.. Setting Quality of Service and encryption is allowed on all Clusters running VMware vSAN Enterprise.

For each Cluster that is running the Software, the vSphere Distributed Switch may be used for network management purposes regardless of the vSphere edition. The use of the vSphere Distributed Switch is limited to each Cluster running the Software, unless the vSphere Distributed Switch is licensed with the appropriate vSphere edition. The use of the vSphere Distributed Switch in relation to the Software requires the Software to be enabled and properly licensed in the Cluster.

VMware vSAN Enterprise Plus

If You purchase a license to VMware vSAN Enterprise Plus, the following terms apply:

You may use the Software in Clusters with up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5.

For each Cluster that is running the Software, You must license every Processor (subject to the Processor Restriction detailed in Section 1.5) in that Cluster, even if individual Servers do not include disks that are allocated to the vSAN datastore.

Use of the Software is limited to storage devices internal to Servers or to Servers with a Direct Attached JBOD. All such internal storage drives may be (i) Flash Devices or Hard Disk Drives used for data persistency or (ii) Flash Devices used for performance caching purposes. Servers in each Cluster that is running the Software may be simultaneously connected to, and make use of, other storage solutions from VMware or third parties regardless of their location.

Servers in each Cluster may be distributed across multiple Racks. Servers in each Cluster may be deployed as a Stretched Cluster and may offer data storage redundancy within multiple sites at the same time regardless of Cluster size. You are responsible for ensuring that each site has enough servers to meet the requirements of the applicable storage policies. Setting Quality of Service and encryption is allowed on all Clusters running VMware vSAN Enterprise Plus.

For each Cluster that is running the Software, the vSphere Distributed Switch may be used for network management purposes regardless of the vSphere edition. The use of the vSphere Distributed Switch is limited to each Cluster running the Software, unless the vSphere Distributed Switch is licensed with the appropriate vSphere edition. The use of the vSphere Distributed Switch in relation to the Software requires the Software to be enabled and properly licensed in the Cluster.

Your license to use VMware vSAN Enterprise Plus includes a right to use vRealize Operations Advanced with the Software. All sections of this Product Guide applicable to use of vRealize Operations Advanced apply, except for

the license metric which is replaced by the license metrics in this section, to Your use of vRealize Operations Advanced with the Software.

VMware vSAN Enterprise for Desktop

If You purchase a license to VMware vSAN Enterprise for Desktop, the following terms apply:

You may only use VMware vSAN Enterprise for Desktop in Clusters running (i) virtual desktop virtual machines, including those desktops from Horizon and/or third party solutions, (ii) a Terminal Services Session or remote desktop services host for the purpose of hosting session based desktops or remoting applications, and (iii) associated desktop management and monitoring tools. You many only use VMware vSAN Enterprise for Desktop for up to the number of Concurrent Users or Named Users for which You have paid the applicable license fees. VMware vSAN Enterprise for Desktop is not subject to a processor limitation.

Use of the Software is limited to storage devices internal to Servers or to Servers with a Direct Attached JBOD. All such internal storage drives may be (i) Flash Devices or Hard Disk Drives used for data persistency or (ii) Flash Devices used for performance caching purposes. Servers in each Cluster that is running the Software may be simultaneously connected to, and make use of, other storage solutions from VMware or third parties regardless of their location.

Servers in each Cluster may be distributed across multiple Racks. Servers in each Cluster may be deployed as a Stretched Cluster and may offer data storage redundancy within multiple sites at the same time regardless of Cluster size. You are responsible for ensuring that each site has enough servers to meet the requirements of Your applicable storage policies. Setting Quality of Service and encryption is allowed on all Clusters running VMware vSAN Enterprise for Desktop.

For each Cluster that is running the Software, the vSphere Distributed Switch may be used for network management purposes regardless of the vSphere edition. The use of the vSphere Distributed Switch is limited to each Cluster running the Software, unless the vSphere Distributed Switch is licensed with the appropriate vSphere edition. The use of the vSphere Distributed Switch in relation to the Software requires the Software to be enabled and properly licensed in the Cluster.

VMware vSAN Standard for Remote Office Branch Office

If You purchase a license to VMware vSAN Standard for Remote Office Branch Office, the following terms apply:

You may only use VMware vSAN Standard for Remote Office Branch Office in Clusters running Virtual Machines for up to the number of Virtual Machines for which You have paid the applicable license fees. VMware vSAN Standard for Remote Office Branch Office is not subject to a processor limitation.

You may not use more than a single 25 Virtual Machine pack of the VMware vSAN Standard Remote Office Branch Office edition in each Authorized Location.

Use of the Software is limited to storage devices internal to Servers or to Servers with a Direct Attached JBOD. All such internal storage drives may be (i) Flash Devices or Hard Disk Drives used for data persistency or (ii) Flash Devices used for performance caching purposes. Servers in each Cluster that is running the Software may be simultaneously connected to, and make use of, other storage solutions from VMware or third parties regardless of their location.

For each Cluster that is running the Software, the vSphere Distributed Switch may be used for network management purposes regardless of the vSphere edition. The use of the vSphere Distributed Switch is limited to each Cluster running the Software, unless the vSphere Distributed Switch is licensed with the appropriate vSphere edition. The use of the vSphere Distributed Switch in relation to the Software requires the Software to be enabled and properly licensed in the Cluster.

VMware vSAN Advanced for Remote Office Branch Office

If You purchase a license to VMware vSAN Advanced for Remote Office Branch Office, the following terms apply:

You may only use VMware vSAN Advanced for Remote Office Branch Office in Clusters running Virtual Machines for up to the number of Virtual Machines for which You have paid the applicable license fees. VMware vSAN Advanced for Remote Office Branch Office is not subject to a processor limitation.

You may not use more than a single 25 Virtual Machine pack of the VMware vSAN Advanced Remote Office Branch Office edition in each Authorized Location.

Use of the Software is limited to storage devices internal to Servers or to Servers with a Direct Attached JBOD. All such internal storage drives may be (i) Flash Devices or Hard Disk Drives used for data persistency or (ii) Flash Devices used for performance caching purposes. Servers in each Cluster that is running the Software may be simultaneously connected to, and make use of, other storage solutions from VMware or third parties regardless of their location.

For each Cluster that is running the Software, the vSphere Distributed Switch may be used for network management purposes regardless of the vSphere edition. The use of the vSphere Distributed Switch is limited to each Cluster running the Software, unless the vSphere Distributed Switch is licensed with the appropriate vSphere edition. The use of the vSphere Distributed Switch in relation to the Software requires the Software to be enabled and properly licensed in the Cluster.

VMware vSAN Enterprise for Remote Office Branch Office

If You purchase a license to VMware vSAN Enterprise for Remote Office Branch Office, the following terms apply:

You may only use VMware vSAN Enterprise for Remote Office Branch Office in Clusters running Virtual Machines for up to the number of Virtual Machines for which You have paid the applicable license fees. VMware vSAN Enterprise for Remote Office Branch Office is not subject to a processor limitation.

You may not use more than a single 25 Virtual Machine pack of the VMware vSAN Enterprise Remote Office Branch Office edition in each Authorized Location.

Use of the Software is limited to storage devices internal to Servers or to Servers with a Direct Attached JBOD. All such internal storage drives may be (i) Flash Devices or Hard Disk Drives used for data persistency or (ii) Flash Devices used for performance caching purposes. Servers in each Cluster that is running the Software may be simultaneously connected to, and make use of, other storage solutions from VMware or third parties regardless of their location.

For each Cluster that is running the Software, the vSphere Distributed Switch may be used for network management purposes regardless of the vSphere edition. The use of the vSphere Distributed Switch is limited to each Cluster running the Software, unless the vSphere Distributed Switch is licensed with the appropriate vSphere edition. The use of the vSphere Distributed Switch in relation to the Software requires the Software to be enabled and properly licensed in the Cluster.

2.8 VMware vSphere Data Protection Advanced

Definitions

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

License Notes

You may use the Software to back up an unlimited number of Virtual Machines hosted by a Server if (i) You have licensed each Processor (subject to the Processor Restriction in Section 1.5) in the host Server and (ii) such host Server is virtualized. If such host Server is a non-virtualized physical server, the following restriction applies: You may use the Software for up to the number of Operating Systems Instances for which You have paid the applicable license fees. Please also see vSphere Data Protection paragraph in Section 2.1.1 for additional details.

2.9 VMware vCenter Support Assistant

License Notes

Support Requests Data. VMware vCenter Support Assistant allows You to provide VMware with relevant bundles, correspondence, log files and other data generated in conjunction with a request for support services ("Support Data"). Support Data will be treated in accordance with the VMware Support and Subscription Services "SNS" Terms and Conditions.

You acknowledge that Support Data may contain sensitive, confidential or personal information. You are solely responsible for considering all applicable privacy laws prior to sending any Support data, and You agree that prior to providing Support Data to VMware, You shall take all steps necessary to scrub, remove and/or obfuscate any confidential, sensitive or personal information from Support Data.

Support Data provided to VMware may be transferred, stored and processed by VMware in the United State or any other country in which VMware or its affiliates, subsidiaries or service providers maintain facilities.

Proactive Support. vCenter Support Assistant allows You to receive proactive support and advanced notification of potential issues. If You choose to participate in Support Assistant's proactive support program, You agree that VMware may monitor and collect unstructured log files, diagnostic data and technical information about Your vCenter Servers, ESXi hosts and vSphere environment ("Usage Data") on a regular basis.

Usage Data may include, but is not limited to: file patterns, error and warning information; diagnostic commands; information about hosts; vCenter Server instances; information about virtual machines, network switches and datastores; proxies used; login attempts; product features used and changed; configuration information; inventory information; and product license information. Usage Data will be used by VMware to: improve the quality, reliability and functionality of our product and services; understand the use and deployment of our products and services and Your business needs; facilitate the provisioning of updates and support; provide You with proactive support services; improve VMware responses to customer requirements; and provide You with information about VMware products and services. Usage Data are the sole and exclusive property of VMware.

YOU AGREE THAT YOU WILL NOT USE PROACTIVE SUPPORT IN SITUATION WHERE USAGE DATA MIGHT CONTAIN PERSONAL, HIGHLY-CONFIDENTIAL OR SENSITIVE INFORMATION. SUCH INFORMATION INCLUDES, BUT IS NOT LIMITED TO: CREDIT CARD INFORMATION, FINANCIAL INFORMATION, PROTECTED HEALTH INFORMATION, GOVERNMENT CLASSIFIED INFORMATION OR OTHER REGULATED DATA.

When You use vCenter Support Assistant proactive support, You may choose to subscribe to monthly email reports by providing VMware with Your email address. Email addresses provided to VMware for proactive support will only be used to provide You with monthly reports. You may choose to unsubscribe from monthly reports at any time by removing Your email address from the Contact Details section of the vCenter Support Assistant's appliance.

2.10 VMware Software Manager

By downloading and using VMware Software Manager, You agree that Your data may be processed in accordance with the VMware Software Manager Privacy Policy: http://www.vmware.com/help/vsm-privacy-policy.html

2.11 VMware Continuent

Definitions

"**Database Cluster(s)**" means more than one Database Server providing a single database service.

"**Database Server(s)**" means a single instance of a database management system.

License Notes

VMware Continuent for Replication, VMware Continuent for Disaster Recovery, and VMware Continuent for Clustering:

You may use the Software with up to the total number of Database Servers for which You have paid the applicable license fees. For avoidance of doubt, a Database Server license is required for each source Database Server and for each target Database Server.

VMware Continuent for Analytics and Big Data:

You may use the Software with up to the total number of target Database Clusters for which You have paid the applicable license fees.

2.12 VMware Hyper-Converged Infrastructure Kits

Definitions

"**Cluster**" is a software grouping of Servers running VMware vSphere for the purpose of resource sharing.

"**Authorized Location**" means Your physical location including Your on-line stores, Your data centers, or similar types of locations.

License Notes

In addition to the above license notes that apply to each Software component of the VMware Hyper-Converged Infrastructure Kit (except the license metric for those Software components), You may use the Software for up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. If You have purchased a license to a VMware Hyper-Converged Infrastructure Kit, the products included in that bundle are licensed individually.

2.13 VMware SD-WAN by VeloCloud

Definitions

"**Edge**" means a single virtualized device that connects the Your network branches and data centers with secure and optimized overlay tunnels.

"**Software Gateway Instance**" is a virtual network function that delivers network services and provides optimized data paths to applications, network branches and data centers.

"**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").

License Notes

The Software and all optional software add-ons are licensed as Subscription Software. You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software and Documentation.

If You purchased a license to VMware SD-WAN by VeloCloud (any edition), You may use the Software for up to the number of Edges for which You have paid the applicable license fees.

Optional Add-ons. VMware SD-WAN by VeloCloud Gateway Instance software may be purchased as an optional add-on to VMware SD-WAN by VeloCloud Advanced or VMware SD-WAN by VeloCloud Enterprise. If You purchased a license to VMware SD-WAN by VeloCloud Gateway Instance, You may use the Software for up to the number Software Gateway Instances for which You have paid the applicable license fees. The Subscription Term of Your license to VMware SD-WAN by VeloCloud Gateway Instance will have the same Subscription Term of Your license to VMware SD-WAN by VeloCloud Advanced or Enterprise.

3. MODERN APPLICATIONS

3.1 VMware Enterprise PKS

Definitions

"BOSH" means a Open Source Software tool used to package, deploy, and manage cloud software. BOSH is distributed with but not embedded in VMware Enterprise PKS.

"BOSH Director" means the server within BOSH.

"Container" means a stand-alone, executable package of software code and the related runtimes, system tools, system libraries, and settings needed to run the code.

"Foundation" means a single BOSH Director, Operations Manager, and a VMware Enterprise PKS VM.

"Hyperthread" means a technology by which a single physical core is shared between two (2) logical cores.

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

"Kubernetes" means an open-source system for automating deployment, scaling and management of containerized applications. The managed layer of Kubernetes and the application runtime services it provides can be distributed across multiple virtual machines and hosts to provide high availability and scalability of both the platform and the containerized applications.

"Kubernetes Cluster" means a collection of Virtual Machine Instances and a set of Kubernetes management features for scheduling and running Containers.

"Pod" means one or more containers representing a single deployable unit of workload. A Pod's contents are always co-located and co-scheduled, and run in a shared context.

General License Notes

The Software is licensed as Subscription Software. You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software and Documentation. Unless otherwise specified in Your Order or EULA, Your Order for the Subscription Software may not be cancelled and You are not entitled to any refunds.

In addition to the above license notes that apply to each Software component of the VMware Enterprise PKS (except the license metric for those Software components), Your purchase of VMware Enterprise PKS includes an entitlement to use VMware Enterprise PKS and VMware Tanzu Kubernetes Grid as described this section. You may use the entitlements specified in this section as licenses to either VMware Enterprise PKS or VMware Tanzu Kubernetes Grid, only if Your use of the Subscription Software licenses at any given time does not exceed the total number of Pods or Cores of VMware Enterprise PKS purchased by You. You may use VMware Enterprise PKS and VMware Tanzu Kubernetes Grid at any time during the Subscription Term. Section 2.14 applies to Your use of VMware Tanzu Kubernetes Grid

If You licensed VMware Enterprise PKS on a per-Core basis, You are entitled to use VMware Enterprise PKS or VMware Tanzu Kubernetes Grid for one Core for every Core of VMware Enterprise PKS for which you have paid the applicable license fees. You must not use a single Core as both VMware Enterprise PKS and VMware Tanzu Kubernetes Grid at the same time.

If You licensed VMware Enterprise PKS on a per-Pod basis, You are entitled to use VMware Enterprise PKS or VMware Tanzu Kubernetes Grid for one Pod for every Pod of VMware Enterprise PKS for which you have paid the applicable license fees. You must not use a single Pod as both VMware Enterprise PKS and VMware Tanzu Kubernetes Grid at the same time.

For each license of VMware Enterprise PKS that You wish to use as a license to VMware Enterprise PKS, the subscription period of the VMware Enterprise PKS license is the Subscription Term of Your license to VMware Enterprise PKS. For each license of VMware Enterprise PKS that You wish to use as a license to VMware Tanzu Kubernetes Grid, the subscription period of the VMware Tanzu Kubernetes Grid license is the Subscription Term

of Your license to VMware Enterprise PKS.

Evaluation Features. The Software includes features made available for evaluation purposes designated with an evaluation, trial, beta, experimental or similar designation ("**Evaluation Features**"). Notwithstanding any other provision in the License Agreement, Evaluation Features in the Software may only be used in a non-production environment and are provided "AS-IS" without indemnification, support or warranty of any kind, express or implied. Any features and functionality of an Evaluation Feature do not constitute an implied commitment to offer them to You or anyone as part of a VMware product on a generally available basis.

VMware NSX-T Data Center Advanced Edition

Your purchase of a license to VMware Enterprise PKS (whether deployed as VMware Enterprise PKS or VMware Tanzu Kubernetes Grid as described in the General License Notes above) includes a license to VMware NSX-T Data Center Advanced Edition. VMware NSX-T Data Center Advanced Edition is licensed as Subscription Software. You may use the Subscription Software for up to the number of Pods or Cores for which You have paid the applicable license fees.

The Subscription Term of Your license to VMware NSX-T Data Center Advanced Edition will have the same Subscription Term as Your license to VMware Enterprise PKS. You may use the Subscription Software solely during the Subscription Term. You may only use the Subscription Software with VMware Enterprise PKS. You may only use VMware NSX-T Data Center Advanced Edition with Kubernetes Clusters that have been deployed and managed by VMware Enterprise PKS.

Upon expiration or termination of Your license to the Subscription Software, You must promptly cease use of the Subscription Sofware and Documentation.

Restriction on Features. Each edition of the VMware NSX-T Data Center Software (Standard, Professional, Advanced or Enterprise Plus) offers different features and functionality. You may access and use only the features and functionality that correspond with VMware NSX-T Data Center Advanced. Those features and functionality are detailed at the following link: https://kb.vmware.com/s/article/52462. You agree to not access or use any feature or functionality of an edition of the Software other than VMware NSX-T Data Center Advanced Edition.

VMware Harbor Container Registry for PCF

Your purchase of a license to VMware Enterprise PKS includes a license to VMware Harbor Container Registry for PCF for the term of Your license to VMware Enterprise PKS.

The Subscription Term of Your license to VMware Harbor Container Registry for PCF will have the same Subscription Term as Your license to VMware Enterprise PKS or Pivotal Container Service, as applicable. You may use the Subscription Software solely during the Subscription Term. You may only use the Subscription Software with VMware Enterprise PKS or Pivotal Container Service. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Subscription Software and Documentation.

VMware has no obligation to provide Support Services for VMware Harbor Container Registry for PCF if Your license to VMware Harbor Container Registry for PCF is not (i) deployed with VMware Enterprise PKS or Pivotal Container Service, and (ii) used with VMware Enterprise PKS or Pivotal Container Service.

Operations Manager

Your purchase of a license to VMware Enterprise PKS includes a license to Operations Manager for the Subscription Term of Your license to VMware Enterprise PKS. You may only deploy and use Your license to Operations Manager with VMware Enterprise PKS.

You may use Pivotal Cloud Foundry Operations Manager for only one (1) Foundation. Additional Foundations of Operations Manager must be licensed separately. You may only use this one Foundation of Operations Manager solely during the Subscription Term. Upon expiration or termination of Your license to Operations Manager, You must promptly cease use of Operations Manager and its product documentation.

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Product Edition Specific License Notes

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VMware Enterprise PKS Flex

In addition to the general license notes above, if You purchase a license to VMware Enterprise PKS Flex, the following terms apply:

Your purchase of VMware Enterprise PKS Flex includes an entitlement to use VMware Enterprise PKS and VMware Tanzu Kubernetes Grid as described this section. You may use the entitlements specified in this section as either licenses to VMware Enterprise PKS or VMware Tanzu Kubernetes Grid, only if Your use of the Subscription Software licenses at any given time does not exceed the total number of Pods or Cores of VMware Enterprise PKS Flex purchased by You. You may use VMware Enterprise PKS and VMware Tanzu Kubernetes Grid at any time during the Subscription Term. Section 2.13 applies to Your use of VMware Tanzu Kubernetes Grid.

If You licensed VMware Enterprise PKS Flex on a per-Core basis, You are entitled to use VMware Enterprise PKS or VMware Tanzu Kubernetes Grid for one Core for every Core of VMware Enterprise PKS Flex for which you have paid the applicable license fees. You must not use a single Core as both VMware Enterprise PKS and VMware Tanzu Kubernetes Grid at the same time.

If You licensed VMware Enterprise PKS Flex on a per-Pod basis, You are entitled to use VMware Enterprise PKS or VMware Tanzu Kubernetes Grid for one Pod for every Pod of VMware Enterprise PKS Flex for which you have paid the applicable license fees. You must not use a single Pod as both VMware Enterprise PKS and VMware Tanzu Kubernetes Grid at the same time.

For each license of VMware Enterprise PKS Flex that You wish to use as a license to VMware Enterprise PKS, the subscription period of the VMware Enterprise PKS license is the Subscription Term of Your license to VMware Enterprise PKS Flex. For each license of VMware Enterprise PKS Flex that You wish to use as a license to VMware Tanzu Kubernetes Grid, the subscription period of the VMware Tanzu Kubernetes Grid license is the Subscription Term of Your license to VMware Enterprise PKS Flex.

3.2 VMware Tanzu Kubernetes Grid

Definitions

"Container" means a stand-alone, executable package of software code and the related runtimes, system tools, system libraries, and settings needed to run the code.

"Hyperthread" means a technology by which a single physical core is shared between two (2) logical cores.

"Pod" means one or more containers representing a single deployable unit of workload. A Pod's contents are always co-located and co-scheduled, and run in a shared context.

License Notes

You may use the Software for up to the number of Pods or Cores for which You have paid the applicable license fees. The total number of Pods or Cores accessing or using the Software at any given time must not exceed the number of Pods or Cores for which You have paid the applicable license fees.

The Software is licensed as Subscription Software. You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software and Documentation. Unless otherwise specified in Your Order or EULA, Your Order for the Subscription Software may not be cancelled and You are not entitled to any refunds.

3.3 VMware Tanzu

Definitions

"**Active Collaborator**" means a read-write member of any project in the Pivotal Tracker Enterprise SaaS account, or a user of Pivotal Concourse, who has signed in within the previous 60 days. You set the number of Active Collaborators at time of initial subscription or renewal. You will not be invoiced for overdeployment of incremental users within the billing period, but such overdeployment will be included at renewal.

"**Application Instance (AI)**" means a single process running on a single VM within the Foundation or PWS. Consumption of an AI is based on the maximum concurrent use during the Subscription Period and is inclusive of Tasks.

"**BOSH**" means an Open Source Software tool used to package, deploy, and manage cloud software.

"**BOSH Director**" means the server within BOSH.

"**Configuration**" means select functional software components that are interconnected, set up, and sold to operate together.

"**Disaster Recovery (DR) Environment**" mean an environment enabling recovery or continuation of vital technology infrastructure and systems following a natural or human-induced disaster. A "Hot DR site" replicates Licensee's production environment in a data center and allows for an immediate cutover in case of disaster. Licenses for a Hot DR site count towards full-production licenses. A "Cold DR site" (also known as "passive environment") is data center space, power, and network connectivity available whenever Licensees might need it. Licenses for a Cold DR site only count towards full-production licenses in the event of a disaster, and the original site is decommissioned.

"**Container**" means a stand-alone, executable package of software code and the related runtimes, system tools, system libraries, and settings needed to run the code.

"**Foundation**" means A single BOSH Director and set of all VMs managed by the BOSH Director.

"**Gigabyte**" means a unit of measure of computer storage capacity that is 2 to the 30th power (2^{30} bytes) or approximately a billion bytes.

"**High Availability (HA)**" means the deployment of Software at multiple sites, supporting active user activity, with the intent that operations continue uninterrupted even in the case of failure at 1 or more sites. Licenses needed for a HA environment count towards full-production licenses.

"**Pivotal Web Service (PWS)**" means an instance of Cloud Foundry deployed and operated by Pivotal. Licensees may choose to use some portion of VMware Tanzu related licenses that are supported in Pivotal Web Services (subject to certain inclusions and restrictions).

"**Service Instance**" means a single, unique Configuration of a service (such as a database or other software or middleware) within a Foundation that utilizes resources (such as CPU, Cores, VMs, memory, messaging, development, and/or data storage) within the same or another licensed Foundation. Consumption of a Service Instance is based on the maximum concurrent use during the Subscription Period

"**Support Services**" means services described at http://www.pivotal.io/support.

"**Task**" means a single process running on a single Container within the Foundation or PWS. Tasks run for a finite amount of time, then stop."**Underlying Technology**" means Rabbitmq for VMware Tanzu, Redis For Vmware Tanzu, and Mysql For VMware Tanzu when used to build Software, also available for purchase separately.

3.1.1 General License Notes

The Software is licensed as Subscription Software. You may use the Software and Support Services solely during the Subscription Term. You must pay for all the Software You use. If You exceed the Software's licensed capacity (based on the applicable Unit of Measure), You shall immediately either procure additional Subscription Licenses at a mutually agreed price or cease such excess usage. You may make one unmodified backup copy of the Software solely for archival purposes. If You upgrade the Software from a previous version, You must cease using all previous versions of the Software and certify cessation of use to VMware.

At the end of the Subscription Term, You may have the option to renew the Subscription Licenses. If You renew You agree that there shall be no gap between the end date of the expiring Subscription Term and the start date of the renewal Subscription Term. If You do not renew, the Subscription Licenses shall expire at the end of the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software, Documentation and Support Services and certify cessation of use to VMware. Your Order for the Subscription Software may not be cancelled and You are not entitled to any refunds.

VMware reserves the right to suspend Your access to Support Services if You are in breach of any terms applicable to You (including for non-payment of Fees or non-compliance with licensing requirements) until the breach is remedied. VMware will reinstate such rights upon remediation.

VMware may, at its discretion, retire Software and/or Support Services from time to time. Software has reached its end of availability when it is no longer available for purchase and no longer appears on the then-current version of this Product Guide ("End of Availability"). Notwithstanding the End of Availability, VMware shall provide Support Services per the Support Lifecycle Policy at: https://tanzu.vmware.com/support/lifecycle_policy.

Software may be downloaded from https://network.pivotal.io and other pivotal.io sites. OSS for the Support-Only Offerings set forth in Section 3.1.4 may be downloaded from maven.apache.org, gradle.org, redis.io, rabbitmq.com, hortonworks.com, and nuget.org.

If required by VMware and by the method VMware prescribes, You shall provide information to VMware in connection with Your use of the Subscription Licenses. You agree that VMware may use such information in connection with providing the Subscription Licenses and ensuring compliance with applicable terms.

Evaluation Features. The Software includes features made available for evaluation purposes designated with an evaluation, trial, beta, experimental or similar designation ("**Evaluation Features**"). Notwithstanding any other provision in the License Agreement, Evaluation Features in the Software may only be used in a non-production environment and are provided "AS-IS" without indemnification, support or warranty of any kind, express or implied. Any features and functionality of an Evaluation Feature do not constitute an implied commitment to offer them to You or anyone as part of a VMware product on a generally available basis.

3.1.2 Product Edition/Suite Specific License Notes

VMware Tanzu Application Service for VMs

If You purchase a license to VMware Tanzu Application Service for VMs, You may use the Software for up to the number of Application Instances for which You have paid the applicable license fees. In order to run the Software, you must have have validly licensed Operations Manager.

Each standalone Pivotal tc Server instance running outside the Foundation requires one (1) licensed Application Instance. The Application Instance(s) for all microservices built by You, all microservices deployed by Spring Cloud Data Flow for VMware Tanzu for data pipelines and tasks, and Application Instance(s) needed to run Spring Cloud Services for VMware Tanzu each require one (1) licensed Application Instance.

The Application Instance(s) used to run the Single Sign-On, Service Broker, Service Worker, the Data Flow Server, Data Flow Metrics, and Skipper do not count towards the number of licensed Application Instance(s).

OSS Support for Spring includes both production and development use cases Spring.io, Spring Cloud Data Flow (incl. Flo for Spring Cloud Data Flow), Spring Tool Suite, and Reactor.

You may to push Application Instance(s) in a PWS account, up to the licensed limit and subject to the PWS Terms of Service located at https://run.pivotal.io/poYicies/terms-of-service/. The average memory per pushed Application Instance(s) shall not exceed 4GB, and your total memory consumed shall not exceed maximum of 400 GB.

Underlying Technology used to build Operations Manager and sub-components is included, but does not count towards the number of licensed Application Instances.

Operations Manager

If You purchase a license to Operations Manager, You may use the Software for up to the number of Foundations for which You have paid the applicable license fees. Your license to Platform Automation Tools includes the right for 5 users solely to use Concourse solely for the purpose of Platform Automation

Underlying Technology used to build Operations Manager and sub-components is included, but does not count towards the number of licensed Foundations.

Data Services Suite

If You purchase a license to Data Services Suite, You may use the Software for up to the number of Service Instances for which You have paid the applicable license fees. In order to run the Software, you must have have validly licensed either VMware Tanzu Application Service for VMs or VMware Enterprise PKS.

Each standalone RabbitMQ cluster running outside the Foundation requires one (1) Service Instance license; (4) Concourse for VMware Tanzu. Each Service Instance supports up to five (5) Active Collaborators for Concourse for VMware Tanzu.

You may create Service Instance(s) in a PWS account, up to the licensed limit of such Service Instance(s) and subject to the PWS Terms of Service located at https://run.pivotal.io/policies/terms-of-service/. Each Service Instance of MySQL FOR VMware Tanzu in a PWS account shall not exceed 20GB, and your total memory consumed shall not exceed maximum of 400 GB.

VMware Tanzu Gemfire

If You purchase a license to VMware Tanzu Gemfire, You may use the Software for up to the number of Gigabytes for which You have paid the applicable license fees. In order to run the Software, you must have have validly licensed Operations Manager and either VMware Tanzu Application Service for VMs or VMware Enterprise PKS. Consumption is based on GBs allocated.

VMware Spring Runtime

If You purchase a license to VMware Spring Runtime, You may use the Software for up to the number of Pods or Cores for which You have paid the applicable license fees. The following products can be run concurrently up to the total licensed number of Pods or Cores: VMware Distribution of OpenJDK, Pivotal tc Server, OSS Support for Apache Tomcat, OSS Support for Spring [includes both production and development use cases Spring.io, Spring Cloud Data Flow (including Flo for Spring Cloud Data Flow), Spring Tool Suite, and Reactor].

Pivotal Data Suite

If You purchase a license to Pivotal Data Suite, You may use the Software for up to the number of Cores for which You have paid the applicable license fees. In order to run MySQL for VMware Tanzu, you must have have validly licensed either VMware Tanzu Application Service for VMs or VMware Enterprise PKS.

You may create Service Instance(s) in a PWS account, up to the licensed limit of such Service Instance(s) and subject to the PWS Terms of Service located at https://run.pivotal.io/policies/terms-of-service/. Each Service Instance of MySQL FOR VMware Tanzu in a PWS account shall not exceed 4GB, and your total memory consumed shall not exceed maximum of 400 GB.

If you purchase a license to Pivotal Data Suite® - Non Production Edition, You do not receive an entitlement to MySQL for VMware Tanzy and you may not use the Software in Production Environments.

Pivotal App Suite

If You purchase a license to Pivotal App Suite, You may use the Software for up to the number of Cores for which You have paid the applicable license fees. Support Services for the following OSS components are included: Apache HTTP Server, Spring (including Spring.io, Spring Cloud Data Flow (including Flo for Spring Cloud Data Flow), Spring Tool Suite, and Reactor), Redis, RabbitMQ, Apache Tomcat.

MySQL for VMware Tanzu

If You purchase a license to MySQL for VMware Tanzu, You may use the Software for up to the number of Service Instances for which You have paid the applicable license fees. You may create Service Instance(s) in a PWS account, up to the licensed limit of such Service Instance(s) and subject to the PWS Terms of Service located at https://run.pivotal.io/policies/terms-of-service/. Each Service Instance of MySQL FOR VMware Tanzu in a PWS account shall not exceed 20GB, and your total memory consumed shall not exceed maximum of 400 GB.

Redis for VMware Tanzu

If You purchase a license to Redis for VMware Tanzu, You may use the Software for up to the number of Service Instances for which You have paid the applicable license fees, which can be deployed as Redis for VMware Tanzu or as OSS Support for Redis. Each standalone Redis cluster running outside the Foundation requires one (1) Service Instance license.

RabbitMQ for VMware Tanzu

If You purchase a license to RabbitMQ for VMware Tanzu, You may use the Software for up to the number of Service Instances for which You have paid the applicable license fees, which can be deployed as RabbitMQ for VMware Tanzu, VMware RabbitMQ, or OSS Support for RabbitMQ. Each standalone RabbitMQ cluster running outside the Foundation requires one (1) Service Instance license.

Concourse for VMware Tanzu

If You purchase a license to Concourse for VMware Tanzu, You may use the Software for up to the number of Service Instances for which You have paid the applicable license fees. Each Service Instance supports up to five (5) Active Collaborators for Concourse for VMware Tanzu.

3.1.3 Software as a Service

Your use of any VMware Tanzu software-as-a-service offering is governed by the Terms of Service and ancillary documents available at http://www.vmware.com/download/eula.html.

3.1.4 Support Only Subscriptions

Your use of VMware Tanzu Support-Only subscription offering is governed by the Support Services terms described at https://tanzu.vmware.com/support/support_terms_conditions.

4. INFRASTRUCTURE AND OPERATIONS MANAGEMENT

4.1 VMware vCenter Server

Definitions

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

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

4.1.1 General License Notes

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.

4.1.2 Product Edition/Suite Specific License Notes

VMware vCenter Server Foundation

You cannot connect multiple instances of VMware vCenter Server to the same Single Sign On (SSO) federation.

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 (1) up to two (2) Processors, each with up to thirty-two (32) Physical Cores; or (2) one Processor with up to sixty-four (64) Physical Cores. 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.

You cannot connect multiple instances of VMware vCenter Server to the same Single Sign On (SSO) federation.

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.

4.2 VMware vRealize Suite

Definitions

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

"**Portable License Unit**" is a single license that is consumed when You use the Software: (1) on a single Processor (subject to the Processor Restriction detailed in Section 1.5) running vSphere; (2) on a single Processor (subject to the Processor Restriction detailed in Section 1.5) running on VMware Cloud on AWS; or (3) to manage up to 15 Operating Systems Instances.

License Notes

The license notes (except any license metric) in the section of this Product Guide applicable to each Software component in the VMware vRealize Suite apply to Your use of that Software component when purchased as part of the VMware vRealize Suite. If anything in those sections of the Product Guide is inconsistent with this section, this section prevails.

You may use the VMware vRealize Suite for up to the number of Portable License Units for which You have paid the applicable license fees. For each Portable License Unit, You may deploy the VMware vRealize Suite on either a per Processor basis or a per Operating Systems Instance basis for that Portable License Unit but not both. When consuming a Portable License Unit on a per Processor basis, You may use the VMware vRealize Suite to manage an unlimited number of Virtual Machines so long as those managed Virtual Machines reside on a single Processor (subject to the Processor Restriction detailed in Section 1.5) that is running a copy of VMware vSphere licensed to You. When consuming a Portable License Unit on a per Operating Systems Instance basis, You may use the VMware vRealize Suite to manage up to 15 Operating Systems Instances deployed in: (i) a public cloud environment or (ii) third-party hypervisors or physical servers. The use of any component in the VMware vRealize Suite to manage an Operating Systems Instance consumes one of the Operating Systems Instance licenses for each Operating Systems Instance under management. The number of Operating Systems Instances is calculated as the average number of Operating Systems Instances used during the immediately preceding 365 days.

4.3 VMware vRealize Operations Insight

License Notes

You may use VMware vRealize Operations Insight for up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5.

4.4 VMware Site Recovery Manager

Definitions

"**Protected Virtual Machine**" means a Virtual Machine that is part of a VMware 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.

License Notes

This paragraph shall not apply to VMware Site Recovery Manager licenses received as a part of the VMware vCloud Suite. Except as otherwise authorized by a previous VMware-approved license model, You may use VMware Site Recovery Manager for up to the number of Protected Virtual Machines as determined by the edition of VMware Site Recovery Manager. If you were authorized by a previous VMware-approved license model, 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, subject to the Processor Restriction detailed in Section 1.5. For VMware Site Recovery Manager Standard Edition, You may use VMware 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 VMware 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 Site Recovery Manager Standard Edition licenses to VMware 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.

4.5 VMware vRealize Automation

Definitions

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

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

"**Public Cloud Infrastructure**" means infrastructure computing services whereby the provider makes necessary resources, such as hardware, software and other supporting infrastructure available for rent to customers (whether accessible by customers or not), and on which customers may install applications. Public Cloud Infrastructure does not include Your deployment of VMware Cloud on AWS.

4.5.1 General License Notes

VMware vRealize Automation is available (i) in Advanced and Enterprise Editions as a standalone product on a per Operating System Instances (OSI) basis, and (ii) as part of the VMware vRealize Suite bundle on a per PLU basis.

If You purchase a license to VMware vRealize Automation Advanced and Enterprise Editions, You may use VMware vRealize Automation 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 maximum number of Operating Systems Instances under management. An Operating Systems Instance is considered under VMware vRealize Automation management if a new Operating Systems Instance is provisioned or an existing Operating Systems Instance is imported. Moving an Operating Systems Instance to a new location does not remove it from VMware vRealize Automation management. To remove an Operating Systems Instance from VMware vRealize Automation management it must be deleted.

If you purchase a license to VMware vRealize Automation as part of VMware vRealize Suite, you may use VMware vRealize Automation for up to the number of PLUs for which you have paid the applicable license fees for VMware vRealize Suite (as defined in Section 4.2 (VMware vRealize Suite)).

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.

4.5.2 Product Edition/Suite Specific License Notes

VMware vRealize Automation – Advanced and Enterprise Editions

 VMware vRealize Automation is available in two editions: Advanced and Enterprise.

VMware vRealize Automation Advanced. VMware vRealize Automation Advanced includes an entitlement to use the following on-premises components provided with the VMware vRealize Automation Software: VMware Cloud Assembly and VMware Service Broker. If you have purchased licenses to vRealize Automation Advanced, You may not use the Software to provision, manage, or configure workloads from Public Cloud Infrastructure.

VMware vRealize Automation Enterprise. VMware vRealize Automation Enterprise includes an entitlement to use the following on-premises components provided with the VMware vRealize Automation Software: VMware Cloud Assembly, VMware Service Broker, and VMware Code Stream. If you have purchased licenses to vRealize Automation Enterprise, You may use the Software to provision, manage, or configure workloads from Public Cloud Infrastructure.

VMware Lifecycle Manager

Your license to use VMware vRealize Automation includes an entitlement to use VMware Lifecycle Manager, provided with the VMware vRealize Automation Software. If you purchase a license to VMware vRealize Automation Advanced or Enterprise Editions, You may only use VMware Lifecycle Manager to manage the VMware vRealize Automation Software. If you wish to use VMware Lifecycle Manager to manage any other VMware product, including VMware vRealize Operations and VMware Log Insight, you must purchase a separate license to use VMware vRealize suite.

VMware vRealize Orchestrator for vRealize Automation

Your purchase of a license to VMware vRealize Automation includes an entitlement to use VMware vRealize Orchestrator for vRealize Automation.

XaaS Feature

Any use of the XaaS feature in the provisioning and management of an OSI consumes one of the OSI licenses for each OSI under management. For example, some common use cases of the XaaS feature that consume OSI licenses include using XaaS to provision a Solaris container or mainframe based virtual machine or any other OSI.

You do not consume any VMware vRealize Automation OSI licenses when using the XaaS feature for the delivery of IT services not specifically related to an OSI. For example, some common use cases of the XaaS feature that do not consume OSI licenses include: new employee onboarding process, adding users to Active Directory, configuring a storage LUN, and network configuration.

4.6 VMware vCloud Connector Core

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

4.7 VMware vRealize 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 vRealize 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.

License Notes

You may use the Software for up to the number of Processors (subject to the Processor Restriction detailed in Section 1.5) or 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. The Software must be licensed for the Processors or the Operating Systems Instances that are providing data, including any log file, to a centralized server or cluster of servers. A license is not required for (i) installations of the Software that are solely for disaster recovery, VMware vRealize Log Insight online archive analysis, or additional members of a VMware vRealize Log Insight cluster; or (ii) a centralized VMware vRealize Log Insight server which is solely configured to collect data.

The Software includes features made available for evaluation purposes designated with an evaluation, trial, beta, experimental or similar designation ("**Evaluation Features**"). Notwithstanding any other provision in the License Agreement, Evaluation Features in the Software maybe only be used in a non-production environment and are provided "AS-IS" without indemnification, support or warranty of any kind, express or implied. Any features and functionality of an Evaluation Feature do not constitute an implied commitment to offer them to You or anyone as part of a VMware product on a generally available basis.

A license to use VMware vRealize Log Insight includes an entitlement to use the Workspace ONE Access feature, but only for the following functionalities:

- directory integration functionality of Workspace ONE Access Standard to authenticate users in a user directory such as Microsoft Active Directory or LDAP
- conditional access policy
- single-sign-on integration functionality with third party Identity providers to allow third party Identity providers' users to single-sign-on into vRealize Log Insight

- two-factor authentication solution through integration with third party systems. VMware Verify, VMware's multi-factor authentication solution, received as part of the Workspace ONE Access feature, may not be used as part of vRealize Log Insight, and
- single-sign-on functionality to access VMware products that support single-sign-on capabilities.

Log Insight for VMware NSX. If You received access to the Software as part of Your license to VMware NSX on a per-Processor basis, You are entitled to use the Software for one Processor for every Processor of VMware NSX for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. If You received access to the Software as part of Your license to VMware NSX for Desktop, You are entitled to use the Software for two Processors (subject to the Processor Restriction detailed in Section 1.5) for every 100 Concurrent Users of VMware NSX for Desktop for which You have paid the applicable license fees. If You received access to the Software as part of Your license to VMware NSX on a per-Operating Systems Instance basis, You are entitled to use the Software for one Operating Systems Instance for every Operating Systems Instance of VMware NSX for which You have paid the applicable license fees so long as the license term to Your VMware NSX license remains active. In each of these cases, You may use the Software to manage logs related to VMware NSX and VMware vSphere only. You are not entitled to any other content packs.

If You received access to the Software as part of Your license to VMware NSX Enterprise (licensed on a per-Processor basis), You are entitled to use the Software for 50 Operating Systems Instances for which You have paid the applicable license fees, provided that (i) Your license to VMware NSX Enterprise was received as part of Your license to the VMware Cloud Foundation bundle; or (ii) You have purchased a license to VMware NSX Enterprise and are using VMware NSX Enterprise with a separately purchased license to VMware Cloud Foundation. You may use the Software to manage logs related to VMware NSX, VMware vSphere, and VMware Cloud Foundation only. You are not entitled to any other content packs.

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 vRealize Log Insight Installation and Administration Guide (http://pubs.vmware.com/log-insight-25/index.jsp). 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.

4.8 VMware vRealize Operations Management Pack for EPIC

Definitions

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

License Notes

Your may use VMware vRealize Operations Management Pack for EPIC for up to the number of Instances of EPIC System Pulse for which You have paid the applicable license fees. You may only use VMware vRealize Operations Management Pack for EPIC together with vRealize Operations Enterprise for which You have paid the applicable license fees.

4.9 VMware vRealize Code Stream

Definitions

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

You may use the VMware vRealize Code Stream for up to the number of Operating Systems Instances or Processors (subject to the Processor Restriction detailed in Section 1.5) 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 may not use any license keys for the Software provided to You after 1 January 2017 with any versions of the Software made available on or before 31 December 2016 (including version 1x, 2.0 and 2.1).

4.10 VMware Health Analyzer Collector

VMware Health Analyzer Collector may only be used by VMware personnel, VMware's authorized subcontractors and authorized VMware partners.

4.11 VMware vRealize Operations Management Pack for MEDITECH

Definitions

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

License Notes

You may use VMware vRealize Operations Management Pack for MEDITECH for up to the number of Instances of MEDITECH for which You have paid the applicable license fees. You may only use VMware vRealize Operations Management Pack for MEDITECH together with vRealize Operations Enterprise for which You have paid the applicable license fees or with vCloud Suite Enterprise for which You have paid the applicable license fees.

4.12 VMware vRealize Network Insight

Definitions

"**Active Connection**" means any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and physical computers.

"**Concurrent Users**" means the total number of users accessing or using the Software at any given time to maintain an Active Connection to their 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, 8, 10 or Server.

"**Edge**" means a single virtualized device that connects the Your network branches and data centers with secure and optimized overlay tunnels.

"**Non-VMware IP Endpoint**" means any IP address that is discovered in vRealize Network Insight only from the switch/underlay NetFlow, IPFIX or sFlow records. For example, a Non-VMware IP Endpoint could be IP end points (physical or virtual) that are communicating with each other, but that are not reported by a VMware data source.

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

"**Pod**" means one or more containers representing a single deployable unit of workload. A Pod's contents are always co-located and co-scheduled, and run in a shared context.

"**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.

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License Notes

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VMware vRealize Network Insight Advanced & Enterprise. You may use VMware vRealize Network Insight Advanced or Enterprise for up to the number of Processors, except as noted below with respect to VMware vRealize Network Insight for Desktop, for which you have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5**.** All VMware NSX licenses and support services are sold separately.

VMware vRealize Network Insight for Desktop. If You purchased a license to VMware vRealize Network Insight for Desktop Advanced or Enterprise, You may use the Software for up to the number of Concurrent Users or Named Users for which You have paid the applicable license fees.

VMware vRealize Network Insight for SD-WAN. You may use the Subscription Software up to the number of Edges for which you have paid the applicable fees for the Subscription Term. You may use the Software solely during the Subscription Term. Upon expiration of the Subscription Term, you must promptly cease use of the Software and Documentation.

You may only deploy the vRealize Network Insight for SD-WAN product in conjunction with a deployment of VMware SD-WAN by Velocloud and at the same bandwidth tier as that deployment. Customers who want end-to-end network visibility (across data center and branch locations) must purchase vRealize Network Insight Enterprise Edition in addition to the vRealize Network Insight for SD-WAN add-on.

VMware vRealize Network Insight Enterprise – per Processor portability. For VMware vRealize Network Insight Enterprise, if You have purchased per-Processor licenses, You may use each per-Processor license: (1) on a single Processor (subject to the Processor Restriction detailed in Section 1.5) running VMware vSphere; (2) on a single Processor (subject to the Processor Restriction detailed in Section 1.5) running on the VMware Cloud on AWS cloud service offering; (3) for up to fifteen (15) Non-VMware IP Endpoints in Your on-premise environment; (4) for up to sixteen (16) vCPUs to manage Your public cloud environment; or (5) for up to twelve (12) Pods or Cores in Your on-premises container deployment.

VMware vRealize Network Insight Enterprise – third party APIs. Licenses of VMware vRealize Insight Enterprise may allow You to connect to third party APIs. You are responsible for arranging access to third party APIs, including the payment of any applicable fees to third party providers.

Evaluation License. Notwithstanding the restrictions in the End User License Agreement, if You are using an Evaluation License for VMware vRealize Network Insight Advanced or vRealize Network Insight Enterprise, You may use that Software in a vSphere production environment for: (1) collecting virtual distributed switch generated netflow records, and (2) analyzing those records for security and network design recommendations. All other terms in the End User License Agreement related to Evaluation Licenses continue to apply.

Log Files. You acknowledge that both VMware vRealize Network Insight Advanced and VMware vRealize Network Insight Enterprise will automatically send log files to VMware unless You opt out of this feature. You may opt out of this feature during the Software installation or later by changing Your participation preference in the Software settings. These log files may contain sensitive, confidential or personal information such as the name or email address of individual users. You are responsible for ensuring Your compliance with applicable laws. VMware, its affiliates and service providers, will use the log files, together with other information VMware collects in relation to its products and services and maintains in relation to Your account, to provide customer support, advise You on how to use VMware products and services, fix problems, and improve VMware products and services. Information collected by VMware may be transferred, stored and processed by VMware in any country in which VMware or its affiliates or service providers maintain facilities.

4.13 VMware Integrated OpenStack

You may use VMware Integrated OpenStack for up to the number of Processors for which You have paid the applicable Per-Processor license fees, subject to the Processor Restriction detailed in Section 1.5.

4.14 VMware vRealize Configuration Manager

Definitions

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

License Notes

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

VMware vRealize 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.

5. SECURITY PRODUCTS

5.1 VMware vCloud Networking and Security

Definitions

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

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, 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.

5.2 VMware Carbon Black

Definitions

"**Account Information**" means information about you that you provide to us in connection with creation or administration of your account, including names, usernames, phone numbers, email addresses, and billing information associated with your account.

"**Content**" means any data, including all text, sound, video, or image files, and software (including machine images), or other information uploaded into the Software for processing, storage or hosting, by You or Your users, but does not include Account Information, or Usage Data.

"**Data Processing Addendum**" means the then-current version of the VMware Data Processing Addendum, found at https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-data-processing-addendum.pdf.

"**Endpoint**" means the computer device(s) on which the Sensor Software is installed, including, but not limited to, laptops, desktops, tablets, point of sale devices, and servers.

"**Sensor Software**" means the software agents installed on the customer's Endpoints and server workloads.

"**Usage Data**" means configuration, performance, and usage data relating to Your use of the Software to: (i) track entitlements, (ii) provide support, (iii) monitor the performance, integrity, and stability of the Software (iv) improve our products and services, and your experience, and (v) understand Your organization's business needs.

License Notes

You may use the Software for up to the number of Endpoints for which You have paid the applicable license fees. If You license the Software as Subscription Software, You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must (1) promptly cease use of the Software and Documentation, and (2) delete or uninstall all Software and License Keys (including, without limitation, all Sensor Software located on your Endpoints). Unless otherwise specified in Your Order or the EULA, Your Order for the Software (whether Subscription Software or perpetual) may not be cancelled and You are not entitled to any refunds.

Threat Intelligence Data Collection. Certain VMware Carbon Black offerings may collect data relating to malicious or potentially malicious code, attacks, and activities on Your Endpoints ("Threat Intelligence Data"). Threat Intelligence Data is collected by VMware for analysis and possible inclusion in a threat intelligence feed utilized by certain VMware Carbon Black Cloud offerings. Prior to inclusion in any threat intelligence feed, Threat Intelligence

Data will be: (i) reduced to a unique file hash or to queries or general behavioral descriptions that can be used to identify the same or similar malicious or potentially malicious code in Your and other customers' systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data to its customers at its discretion as part of its threat intelligence data feed. By using a Threat Intelligence Data feed, You are deemed to have agreed that Threat Intelligence Data is not Your Content, and VMware may retain, use, copy, modify, distribute and display the Threat Intelligence Data for its business purposes, including without limitation for developing, enhancing, and supporting products and services, and for use in its threat intelligence feed. The information provided via any threat intelligence feed is provided on an "AS-IS" and "AS-AVAILABLE" basis only.

Updates and Upgrades to On-Premise Components. VMware may release patches, bug fixes, updates, upgrades, maintenance and/or service packs ("Updates") for the Software, as a whole or specific to the Sensor Software, from time to time, which may be necessary to ensure the proper function and security of the Software. VMware is not responsible for performance, security, warranty breaches, support or any other issues encountered in connection with the VMware Carbon Black Cloud offerings that result from a customer's failure to accept and apply Updates within a reasonable time frame.

Data Processing Addendum. If you use VMware Carbon Black Software, the Data Processing Addendum applies to the extent that VMware processes Personal Data (as defined in the Data Processing Addendum) on Your behalf in the course of providing the Software.

Sub-processors. VMware Carbon Black Software may include embedded or optional functionality provided by third party sub-processors. For any such optional functionality, You may choose to refrain from utilizing the applicable functionality, in which case such processing will not occur. As set forth in the Data Processing Addendum, VMware has adequate data transfer mechanisms in place with each sub-processor. VMware affiliates may also process Content. Sub-processors who may process Your Content are identified in the table below:

VMware Carbon Black EDR, VMware Carbon Black App Control, and VMware Carbon Black Inspection

Sub-processor	Country	Services Performed
Amazon Web Services, Inc.	USA	Hosting provider and platform services
Gainsight	USA*	Customer Relationship Management
Check Point Software Technologies, Inc.	USA*	Suspicious file detonation service (optional functionality)

* The country listed is the sub-processor's primary location. VMware purchases the sub-processor's standard offering and thus the sub-processor controls the country in which data is stored.

Please periodically check the then-current version of the Product Guide and www.vmware.com/download/eula for modifications to these sub-processors. If you would like to receive updates to this sub-processor list, please go http://pages.cloud.vmware.com/sub- processor-communications, and enable notifications for these sub-processor lists. The sub-processors list above does not apply to pre-release versions. VMware may use additional sub-processors for customer support and other back office functions – see the sub-processor listing for VMware Support Services.

6. VMWARE SUITES

6.1 VMware vCloud Suite

Definitions

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

"**Portable License Unit**" is a single license that is consumed when You use the Software either: (1) on a single Processor (subject to the Processor Restriction detailed in Section 1.5) running vSphere; (2) on a single Processor (subject to the Processor Restriction detailed in Section 1.5) running on VMware Cloud on AWS; or (3) to manage up to 15 Operating Systems Instances.

License Notes

The license notes in the section of this Product Guide applicable to each Software component in the VMware vCloud Suite apply to Your use of that component when purchased as part of the VMware vCloud Suite. If anything in those sections of the Product Guide is inconsistent with this section, this section prevails.

You may use the VMware vRealize Suite purchased as part of the VMware vCloud Suite for up to the number of Portable License Units for which You have paid the applicable license fees. For each Portable License Unit, You may deploy the VMware vRealize Suite on either a per Processor basis or a per Operating Systems Instance basis for that Portable License Unit but not both. When consuming a Portable License Unit on a per Processor basis, You may use the VMware vRealize Suite to manage an unlimited number of Virtual Machines so long as those managed Virtual Machines reside on a single Processor (subject to the Processor Restriction detailed in Section 1.5) that is running a copy of VMware vSphere licensed to You. When consuming a Portable License Unit on a per Operating Systems Instance basis, You may use the VMware vRealize Suite to manage up to 15 Operating Systems Instances deployed in: (i) a public cloud environment or (ii) third-party hypervisors or physical servers. The use of any component in the VMware vRealize Suite to manage an Operating Systems Instance consumes one of the Operating Systems Instance licenses for each Operating Systems Instance under management. The number of Operating Systems Instances is calculated as the average number of Operating Systems Instances used during the immediately preceding 365 days.

Uncapped or Unlimited ELAs. If You have purchased an uncapped or unlimited quantity of licenses to the VMware vCloud Suite under a VMware Enterprise License Agreement (ELA), whether before or after VMware made the Portable License Unit generally available for purchase, the uncapped or unlimited feature of that ELA applies to the number of Portable License Units deployed on a per Processor basis. Under that license grant You are also entitled to 1 Portable License Unit to be deployed on a per Operating Systems Instance basis for each Portable License Unit deployed on a per Processor basis. That means the total number of Portable License Units deployed on a per Operating Systems Instance basis shall not exceed the total number of Portable License Units deployed on a per Processor basis during the applicable ELA Period under that license grant. For example, if under Your uncapped or unlimited ELA You are managing Virtual Machines on 100 Processors running a copy of VMware vSphere licensed to You, the maximum number of Operating Systems Instances You are authorized to manage with any Software components of VMware vRealize Suite is 1,500. The number is 1,500 because in this example You are limited to 100 Portable License Units to be deployed on a per Operating Systems Instance basis, and each Portable License Unit entitles You to manage up to 15 Operating Systems Instances. This paragraph applies only to an uncapped or unlimited license grant in an ELA.

If You downgrade the version of VMware vSphere from the version provided with the vCloud Suite, You may continue to use the vRealize Suite 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.

If You purchased new licenses of vCloud Suite on or after March 12, 2015, VMware vCloud Networking Security and VMware vCloud Director are not part of the vCloud Suite and You may not download or use either VMware vCloud Networking Security or VMware vCloud Director under those vCloud Suite licenses.

VMware vSphere Enterprise Plus for vCloud Suite. If You have purchased VMware vCloud Suite Standard, Advanced or Enterprise, You may use VMware vSphere Enterprise Plus for vCloud Suite on a Server that contains up to the maximum number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. 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. You will not be entitled to receive any support or subscription services for VMware vSphere Enterprise Plus for vCloud Suite on a standalone basis. Support and subscription services may only be purchased or renewed as part of the vCloud Suite support and subscriptions services.

VMware vSphere Platinum. If You have purchased VMware vCloud Suite Platinum Standard, Advanced or Enterprise, You may use VMware vSphere Platinum on a Server that contains up to the maximum number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. Section 2.1 (VMware vSphere) applies to Your use of VMware vSphere Platinum included in VMware vCloud Suite Platinum. If You exceed the number of Processors permitted under Your license to VMware vSphere Platinum, You must purchase additional licenses for the same VMware vCloud Suite Platinum edition under which You received VMware vSphere Platinum. You will not be entitled to receive any support or subscription services for VMware vSphere Platinum on a standalone basis. Support and subscription services may only be purchased or renewed as part of VMware vCloud Suite Platinum support and subscriptions services.

6.2 VMware vSphere with Operations Management

Definitions

"Automated Provisioning" means the automated allocation or deallocation of one or more Physical Servers to an end customer's account via a software platform that provides capabilities to the end customer to control the hardware or firmware of the allocated or deallocated Physical Server(s).

"Internally Developed Application" means: (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.

"MaaS Services Provider" means a service provider or public cloud compute provider that provides Metal-as-a-Service to their end customers.

"Metal-as-a-Service" means a self-service platform provided by service providers or public cloud compute providers to their end customers that provides Automated Provisioning of Physical Servers to the end customers.

"Physical Server" means a physical Server, regardless of whether the physical Server includes a hypervisor, operating system or other software (or some combination thereof).

"Third Party Agent" means a third party delivering information technology services to You pursuant to a written contract with You.

6.2.1 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.

6.2.2 License Notes for VMware vSphere with Operations Management Enterprise Plus Enhanced Management Edition for Dell EMC ("vSOM Ent+ Enhanced for Dell-EMC")

In addition to the general license notes for vSOM, if You purchase a license to vSOM Ent+ Enhanced for Dell-EMC the following terms apply.

In addition to the management packs applicable for vRealize Operations Standard edition, You may use the following management packs for VMware vRealize Operations: Dell OpenManage Management Pack for VMware vRealize Operations Manager; Dell EqualLogic Management Pack for VMware vRealize Operations Manager; and Dell Storage Management (Dell Compellent) Pack for VMware vRealize Operations Manager. You cannot use any other management pack or adaptors for VMware vRealize Operations unless You separately purchase a license to the applicable edition of VMware vRealize Operations.

6.2.3 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, subject to the Processor Restriction detailed in Section 1.5. 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. You may use the Software to deliver Internally Developed Applications as a service to a third party via an internal or external network, except if the third party: (i) hosts Your Internally Developed Applications; and (ii) is the end user that receives the benefit of Your Internally Developed Applications. You must have a separate license agreement with VMware that authorizes You to use the Software to deliver Internally Developed Applications as a service to a third party that hosts Your Internally Developed Applications and receives the benefit of Your Internally Developed Applications as the end user.

Restrictions on Use with Metal-as-a-Service. You must not, and must not allow Your Third Party Agents, to access, use or operate the Software on Metal-as-a-Service provided by a MaaS Services Provider unless the MaaS Services Provider is an authorized participant in a VMware program that is governed by a separate set of terms and conditions that authorizes the MaaS Services Provider to use or operate the Software on Metal-as-a-Service. If You are a MaaS Services Provider, You must not allow a third party to access, use or operate the Software on Your or Your Third Party Agent's Metal-as-a-Service unless You are an authorized participant in a VMware program that is governed by a separate set of terms and conditions that authorizes third parties to use or operate the Software on Your or Your Third Party Agent's Metal-as-a-Service.

vSphere API for Array Integration (VAAI). You may use storage arrays that are certified for VAAI only with the following editions: VMware vSphere Standard, VMware vSphere Enterprise, VMware vSphere Enterprise Plus, VMware vSphere with Operations Management Standard, VMware vSphere Operations Management Enterprise, VMware vSphere with Operations Management Enterprise Plus, VMware vCloud Suite Standard, VMware vCloud Suite Advanced, VMware vCloud Suite Enterprise, VMware vSphere ROBO Standard and VMware vSphere ROBO Advanced.

vSphere Virtual Volumes (VVOL). You may use storage arrays that are certified for VVOL only with the following editions: VMware vSphere Standard, VMware vSphere Enterprise, VMware vSphere Enterprise Plus, VMware vSphere with Operations Management Standard, VMware vSphere Operations Management Enterprise, VMware vSphere with Operations Management Enterprise Plus, VMware vCloud Suite Standard, VMware vCloud Suite Advanced, VMware vCloud Suite Enterprise, VMware vSphere ROBO Standard and VMware vSphere ROBO Advanced.

vSphere API for Storage Awareness (VASA). You may use storage arrays that are certified for VASA only with the following editions: VMware vSphere Standard, VMware vSphere Enterprise, VMware vSphere Enterprise Plus, VMware vSphere with Operations Management Standard, VMware vSphere Operations Management Enterprise, VMware vSphere with Operations Management Enterprise Plus, VMware vCloud Suite Standard, VMware vCloud

Suite Advanced, VMware vCloud Suite Enterprise, VMware vSphere ROBO Standard and VMware vSphere ROBO Advanced.

vSphere Storage Policy Based Management (SPBM). You may only use this feature with the following editions: VMware vSphere Standard, VMware vSphere Enterprise, VMware vSphere Enterprise Plus, VMware vSphere with Operations Management Standard, VMware vSphere Operations Management Enterprise, VMware vSphere with Operations Management Enterprise Plus, VMware vCloud Suite Standard, VMware vCloud Suite Advanced, VMware vCloud Suite Enterprise, VMware vSphere ROBO Standard and VMware vSphere ROBO Advanced.

vSphere API for Third Party Multipathing. You may use multipathing extensions module only with the following editions: VMware vSphere Standard, VMware vSphere Enterprise, VMware vSphere Enterprise Plus, VMware vSphere with Operations Management Standard, VMware vSphere Operations Management Enterprise, VMware vSphere with Operations Management Enterprise Plus, VMware vCloud Suite Standard, VMware vCloud Suite Advanced, VMware vCloud Suite Enterprise, VMware vSphere ROBO Standard and VMware vSphere ROBO Advanced.

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.

vSphere Big Data Extensions – Log Files. 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 prior to sending it to VMware or any third party, including obfuscating the logs or otherwise guarding such information prior to sending it to VMware, Your organization or any third party.

vSphere Virtual Desktop Infrastructure. If You have purchased an uncapped or unlimited quantity of licenses to the Software under a VMware Enterprise License Agreement, You may not use the Software to create a virtual desktop infrastructure (e.g., hosted desktop solution).

6.2.4 License Notes for VMware vRealize Operations licensed as a part of vSOM

You may use the management packs available for vRealize Operations Standard. Please see the license notes for vRealize Operations for the terms applicable to Your use of management packs. If You are provided with access to regulatory compliance content with the Software, You may only use such content if You paid the applicable fees.

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.

6.3 VMware vRealize Operations

Definitions

"**Cluster**" is a software grouping of Servers running vSphere for the purpose of resource sharing.

"**Container**" means a stand-alone, executable package of software code and the related runtimes, system tools, system libraries, and settings needed to run the code.

"**Kubernetes**" means an open-source system for automating deployment, scaling, and management of containerized applications.

"**Kubernetes Node**" means a worker machine in Kubernetes that may be a Virtual Machine or a non-virtualized physical server.

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

"**Public Cloud Services**" means computing infrastructure and platform services whereby a third party provider makes necessary resources (such as compute resources, storage capabilities, databases or virtual machines and other computing infrastructure and platforms services) accessible via the public internet and available for rent to customers.

6.3.1 General License Notes

For Your license to each edition of the VMware vRealize Operations, the number of permitted Processors (subject to the Processor Restriction detailed in Section 1.5) 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.

Regulatory Compliance. If You are provided with access to regulatory compliance content with the Software, You may only use such content if You paid the applicable fees.

ALTHOUGH THE SOFTWARE MAY INCLUDE SPECIFIC TECHNICAL AND CONFIGURATION GUIDANCE FOR REGULATORY COMPLIANCE (INCLUDING PCI AND HIPPA 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.

Restriction on Features. Each edition of the Software (Standard, Advanced or Enterprise) offers different features and functionality. You may access and use only the features and functionality that correspond with the edition of Software You have validly licensed. Those features and functionality are detailed in the following link: https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/products/vCenter/vmw-vrealize-operations-datasheet.pdf. You agree to not access or use any feature or functionality of an edition of the Software to which You are not entitled based on the edition of Software You have validly licensed.

Any use of VMware vRealize Hyperic licensed as part of an earlier version of the Software is restricted to the deployment of that Software at the time You upgraded to the current version of VMware vRealize Suite or VMware vCloud Suite. You shall not deploy additional copies of VMware vRealize Hyperic beyond the original quantities to which You were entitled at the time of the upgrade.

VMware may make management packs for VMware vRealize Operations available through the vRealize Operations Management section of the VMware Marketplace located at: https://marketplace.vmware.com/vsx. If You have licensed VMware vRealize Operations Standard, You may only use the Software with "Standard Management Packs." If You have licensed VMware vRealize Operations Advanced, You may only use the Software with "Standard Management Packs" or "Advanced Management Packs." If You have licensed VMware vRealize Operations Enterprise, You may use the Software with any management packs. Your use of management packs is subject to the terms and conditions applicable to each management pack.

Restrictions on Use of APIs. If you license the Software on a per-Operating-System-Instance-basis, You may use the vRealize Operations application programming interfaces ("APIs") to monitor objects. Each Operating System Instance of the Software may be used to monitor one object via the APIs. If you license the Software on a per-Processor-basis, You may not use the APIs to monitor objects.

Restrictions on Use with Containers. In addition to the general license notes above, if You use the Software to monitor Containers, the following terms apply:

If You licensed the Software on a per-Processor basis, You may use each Processor of the Software to monitor Containers that run on VMware vSphere or a Virtual Machine on VMware vSphere.

If You licensed the Software on a per-Operating System Instance basis, You may use each Operating System Instance of the Software to monitor: (i) Containers that run on a Virtual Machine on VMware vSphere; and (ii) one Kubernetes Node.

Restrictions on Use with Public Clouds. Except as otherwise provided below, You may not use the Software to monitor Public Cloud Services.

6.3.2 Product Edition/Suite Specific License Notes

VMware vRealize Operations Standard

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

You may use the Software for up to the number of Processors (subject to the Processor Restriction detailed in Section 1.5) or Operating System Instances, as applicable, for which You have paid the applicable license fees.

You may only use the features and functionality made available to You as part of Your license of vRealize Operations Standard, unless You upgrade to VMware vRealize Operations Advanced or VMware vRealize Operations Enterprise. You must not use VMware vRealize End Point Operations, native application monitoring capabilities, or native operating system monitoring capabilities available in the Software.

VMware vRealize Operations Advanced

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

You may use the Software for up to the number of Processors (subject to the Processor Restriction detailed in Section 1.5) or Operating Systems Instances for which You have paid the applicable license fees.

VMware vRealize Operations may be enhanced with data from third party server, storage and networking monitoring tools, only if 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 vRealize Operations Manager provided with the VMware vRealize Operations.

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

The Software includes VMware vRealize End Point Operations, native applications monitoring capabilities, and native operating system monitoring capabilities using VMware Application Remote Collector. You may only use VMware vRealize End Point Operations or native operating system monitoring capabilities to perform operating system level monitoring in the Software.

VMware vRealize Operations Enterprise

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

You may use the Software for up to the number of Processors (subject to the Processor Restriction detailed in Section 1.5) or Operating Systems Instances for which You have paid the applicable license fees.

VMware vRealize Operations may be enhanced with VMware or third party management packs for: (i) infrastructure monitoring, (ii) operating systems monitoring, and (iii) application monitoring;provided, however, that the third party infrastructure, operating systems or applications are integrated with or otherwise used in conjunction with the Virtual Machines, physical servers or VMware vSphere hosts managed by the VMware vRealize Operations Manager that is provided with the VMware vRealize Operations.

The Software includes VMware vRealize End Point Operations,native applications monitoring capabilities, and native operating system monitoring capabilities using VMware Application Remote Collector. You may only use VMware vRealize End Point Operations or native application and operating system monitoring capabilities to perform operating system level monitoring and application level monitoring in the Software.

If you license the Software on a per-Operating-System-Instance-basis, You may use the Software to manage the objects located on Public Cloud Services. Each Operating System Instance of the Software may be used to monitor one of the following objects: (i) one Azure VM, (ii) one Azure database instance, (iii) one AWS EC2 instance, (iv) one AWS data base instance, (v) one Google Compute Engine instance, or (vi) one Google Cloud Database instance.

VMware vRealize Operations for IBM Power Systems

In addition to the general license notes above, if You purchase a license to VMware vRealize Operations for IBM Power Systems, You may use the Software for up to the number of Cores for which You have paid the applicable license fees.

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6.4 VMware vCloud NFV

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6.4.1 General License Notes for VMware vCloud NFV

In addition to the above license notes that apply to each Software component of the VMware vCloud NFV bundle (except the license metric for those Software components), You may use the Software for up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. If You have purchased a license for VMware vCloud NFV, the products included in that bundle are not licensed individually. Use of any Software included in the bundle will constitute use of a license for VMware vCloud NFV.

You may use the VMware vCloud NFV software to deliver NFV Applications as a service to third parties via an internal or external network. An 'NFV Application' is a network function virtualized server application that primarily facilitates the processing, flow or manipulation of network packets within Your telecommunications core network, but cannot be accessed by the end users of Your telecommunications products and services.

If You have an active support and subscription contract for Carrier Grade Support, VMware vCloud NFV includes products with specific versions that have been validated against a reference architecture to maintain Carrier Grade Support. Those product versions might not be the latest available version of that product. You will not upgrade or downgrade to product versions that are different from the versions included in the VMware vCloud NFV bundle. Further, You will not install any published patches for products in the VMware vCloud NFV bundle unless VMware has confirmed that the applicable patch is allowed as part of the VMware vCloud NFV bundle. Nothing in this paragraph will be interpreted to be a warranty of any kind.

The VMware vCloud NFV bundle does not include licenses for VMware vCenter Server or NSX for vSphere. Licenses must be obtained for these Software separately in order to use the VMware vCloud NFV in accordance with VMware's validated reference architecture for the VMware vCloud NFV bundle.

VMware vCloud for Service Providers. The VMware vCloud NFV bundle includes a license to use VMware vCloud for Service Provider for up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. You may deploy VMware vCloud for Service Provider in a production environment only if You have an active support and subscription contract for Mission Critical Support.

6.4.2 General License Notes for VMware vCloud NFV OpenStack

In addition to the above license notes that apply to each Software component of the VMware vCloud NFV OpenStack bundle (except the license metric for those Software components), You may use the Software for up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. If You have purchased a license for VMware vCloud NFV OpenStack, the products included in that bundle are not licensed individually, and use of any Software included in the bundle will constitute use of a license for VMware vCloud NFV OpenStack.

You may use the VMware vCloud NFV OpenStack software to deliver NFV Applications as a service to third parties via an internal or external network. An 'NFV Application' is a network function virtualized server application that primarily facilitates the processing, flow or manipulation of network packets within Your telecommunications core network, but cannot be accessed by the end users of Your telecommunications products and services.

If You have an active support and subscription contract for Carrier Grade Support, VMware vCloud NFV includes products with specific versions that have been validated against a reference architecture to maintain Carrier Grade Support. Those product versions might not be the latest available version of that product. You will not upgrade or downgrade to product versions that are different from the versions included in the VMware vCloud NFV bundle. Further, You will not install any published patches for products in the VMware vCloud NFV

OpenStack bundle unless VMware has confirmed that the applicable patch is allowed as part of the VMware vCloud NFV OpenStack bundle. Nothing in this paragraph will be interpreted to be a warranty of any kind.

6.5 VMware Cloud Foundation

Definitions

"**Active Connection**" means any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and physical computers.

"**Automated Provisioning**" means the automated allocation or deallocation of one or more Physical Servers to an end customer's account via a software platform that provides capabilities to the end customer to control the hardware or firmware of those Physical Server(s).

"**Cloud Foundation Instance**" means a single environment managed by a single VMware SDDC instance in which You have deployed the Software.

"**Concurrent Users**" means the total number of users accessing or using the Software at any given time to maintain an Active Connection to their 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, 8, 10 or Server, which may run on VMware Horizon or a third-party solution.

"**MaaS Services Provider**" means a service provider or public cloud compute provider that provides Metal-as-a-Service to its end customers.

"**Metal-as-a-Service**" means a self-service platform provided by service providers or public cloud compute providers to their end customers that provides Automated Provisioning of Physical Servers to the end customers.

"**Physical Server**" means a physical Server, regardless of whether the physical Server includes a hypervisor, operating system or other software (or some combination thereof).

"**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.

"**Third Party Agent**" means a third party delivering information technology services to You pursuant to a written contract with You.

"**Workload Domain**" means logical units that carve up the compute, network, and storage resources of the Cloud Foundation system.

General License Notes

Each license note in the applicable section of this Product Guide for the following VMware Software is applicable to Your use of that respective Software and applicable edition when licensed as part of this VMware Cloud Foundation bundle or as an add-on to the bundle (at additional cost): VMware NSX Platform; VMware vSAN; VMware vSphere; VMware Horizon (optional add-on or included with VMware Cloud Foundation for Virtual Desktop Infrastructure); VMware vRealize Suite (optional add-on); VMware vRealize Network Insight (optional add-on). .

VMware SDDC Manager and SDDC Manager for vSAN (each "SDDC Manager Software"). Except as noted below for VMware Cloud Foundation for Virtual Desktop Infrastructure, You may use the VMware SDDC Manager Software on a Server that contains up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. Although each Cloud Foundation Instance is managed by a single SDDC Manager Software instance, You must have a license for each Software component in the VMware Cloud Foundation bundle (including VMware SDDC Manager Software) for every Processor in each Cloud Foundation Instance. Notwithstanding the foregoing sentence, you may use third-party NFS or fibre channel storage in lieu of VMware vSAN for the compute Workload Domain(s). You may license different VMware Cloud Foundation editions (Standard, Advanced, Enterprise, Standard for External Storage, Advanced for External

Storage, Enterprise for External Storage, and Starter) in different Workload Domains, but within any single Workload Domain you must license the same edition. You must not, and must not allow Your Third Party Agents to, access, use or operate VMware SDDC Manager Software on Metal-as-a-Service provided by a MaaS Services Provider unless the MaaS Services Provider is an authorized participant in a VMware partner program that is governed by a separate set of terms and conditions that authorizes the MaaS Services Provider to use or operate VMware SDDC Manager Software on Metal-as-a-Service. If You are a MaaS Services Provider, You must not allow a third party to access, use or operate VMware SDDC Manager Software on Your or Your Third Party Agent's Metal-as-a-Service unless You are an authorized participant in a VMware partner program that is governed by a separate set of terms and conditions that authorizes third parties to use or operate VMware SDDC Manager Software on Your or Your Third Party Agent's Metal-as-a-Service.

VMware vCenter Server. You must separately purchase a VMware vCenter Server license in each Cloud Foundation Instance. You may use a single VMware vCenter Server license to run multiple Workload Domains provided that all Workload Domains reside in a single Cloud Foundation Instance. Licenses to VMware vCenter Server are not included with any VMware Cloud Foundation bundle, except for VMware Cloud Foundation Kick-Start Kit.

<center>Product Edition/Suite Specific License Notes</center>

VMware Cloud Foundation for Virtual Desktop Infrastructure

In addition to the general license notes above, if You purchased a license to VMware Cloud Foundation for Virtual Desktop Infrastructure (VDI), You may use the VMware SDDC Manager for up to the number of Concurrent Users for which You have paid the applicable license fees.

Your use of VMware Horizon, VMware vSphere, VMware vSAN, VMware NSX and VMware SDDC Manager included in the VMware Cloud Foundation for Virtual Desktop Infrastructure bundle is limited solely to (A) hosting (i) Desktop Virtual Machines, (ii) Terminal Services Sessions, (iii) remote desktop services hosts for the purpose of hosting sessions based desktops or remote applications, (iv) associated desktop management and monitoring tools; and (B) running VMware products which are included in the VMware Cloud Foundation for Virtual Desktop Infrastructure bundle.

VMware Cloud Foundation Kick-Start Kit

In addition to the general license notes above, if You have purchased the VMware Cloud Foundation Kick-start Kit, you may only use and install the Software on either (i) up to four (4) Servers, with each having two (2) Processors (subject to the Processor Restriction detailed in Section 1.5), or (ii) up to eight (8) Servers, with each having one (1) Proccesor (subject to the Processor Restriction detailed in Section 1.5).

VMware vSphere Platinum. If You have purchased VMware Cloud Foundation Platinum, You may use VMware vSphere Platinum on a Server that contains up to the maximum number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. Section 2.1 (VMware vSphere) applies to Your use of VMware vSphere Platinum included in VMware Cloud Foundation Platinum. If You exceed the number of Processors permitted under Your license to VMware vSphere Platinum, You must purchase additional licenses for VMware Cloud Foundation Platinum. You will not be entitled to receive any support or subscription services for VMware vSphere Platinum on a standalone basis. Support and subscription services may only be purchased or renewed as part of VMware Cloud Foundation Platinum support and subscriptions services.

6.6 Server SAN Suite

<center>License Notes</center>

VMware vSAN Advanced edition. You may use the Software in Clusters with up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. "Clusters" and "Processors" have the meanings given to them in section 2.6 of this Product Guide. In addition, the license notes for VMware vSAN in this Product Guide apply to Your use of the Software when licensed as part of this suite.

EMC ScaleIO. Your use of this Software is subject to the standard EMC terms and conditions, including applicable license metric restrictions.

Each use of either VMware vSAN or EMC ScaleIO will constitute the use of a license purchased for this suite.

7. DESKTOP AND END USER COMPUTING

7.1 VMware Horizon View Enterprise Add-on

Definitions

"**Active Connection**" means any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and physical computers.

"**Concurrent Users**" means the total number of users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their desktop through each endpoint device.

"**Desktop Virtual Machine**" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: XP, Vista, 7, 8, 10 or Server.

"**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.

License Notes

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

7.2 VMware Horizon Client for iOS

Definitions

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

License Notes

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

You may use the Software only on an Apple Inc. branded product running iOS that You own or control.

VMware and You acknowledge that Apple Inc. 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 Inc. 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 Inc. 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 Inc. 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 Inc. and its subsidiaries are third party beneficiaries of this EULA, and (ii) upon Your acceptance of the terms and conditions of this EULA, Apple Inc. 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 Inc.'s such rights shall not in any manner reduce VMware's rights).

Data Collection and Privacy

a) **Consent for Collection and Use of Data**. You acknowledge that you understand that the Software has been developed and marketed and is 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 is 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.

b) **Log Files.** 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 that data, including obfuscating the logs or otherwise guarding such information prior to sending it to VMware, Your organization, or any third party.

7.3 VMware Horizon Client for Windows Desktop

Data Collection and Privacy

a) **Consent for Collection and Use of 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.

b) **Log Files**. 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.

7.4 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, Third Party Agent, or a single designated employee of Your designated customer who receives a Thinapp from You, 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.

License Notes

You may use the Software internally to package Customer Application(s) solely to create ThinApps for end users within Your enterprise or to designated employees of Your designated customers, 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 © 1999-2017 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 Mirage

In addition to the general license notes above, if You purchase a license to VMware ThinApp as a part of VMware 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.

7.5 VMware ThinApp Virtualization Packager

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 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.

License Notes

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 © 1999-2017 VMware, Inc. All Rights Reserved."

7.6 VMware Workstation Pro

License Notes

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

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

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

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

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 Workstation Player. You may install and use VMware Workstation Player, 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 Workstation Player on the same computer on which VMware Workstation Pro is installed. Installing and using a single license of VMware Workstation Player on multiple computers is prohibited even if the computers are not running VMware Workstation Player concurrently.

Definitions

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

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

General License Notes

VMware Fusion and VMware Fusion Pro. 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 Pro on a number of computers that You own or control equal to the number of licenses purchased. You may not install or use the Software on multiple computers with a single license, even if the computers are not running the Software concurrently.

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 Pro includes a commercial use license to VMware Workstation Player, as further described in Section 6.8 below.

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.

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.

7.8 VMware Workstation Player

Definitions

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

License Notes

You may install and use VMware Workstation Player for Your own personal non-Commercial Use. If You purchased licenses for VMware Workstation Player or if You obtain the Software as part of VMware Fusion Pro, 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.

If You obtain the Software as part of VMware Workstation Pro, then Section 6.6 applies to Your use of VMware Workstation Player.

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.

7.9 VMware InstallBuilder

Definitions

"**Concurrent Users**" means the total number of Users accessing or using the Software at any given time.

"**Named User**" means an identified User.

"**User**" means Your employee, contractor or Third-Party Agent who has been authorized by You to use the Software in accordance with the terms of the License Agreement.

General License Notes

If you license the Software on a Named User basis, You may use the Software for up to the number of Named Users for which You have paid the applicable license fees. Named User credentials may not be used by anyone other than the specific Named User.

If you license the Software on a Concurrent User basis, You may use the Software for up to the number of Concurrent Users for which You have paid the applicable license fees.

For Each Named User or Concurrent User, there is no limit to the number of installers that each User may build. You may only build installers for the operating systems supported in the edition of the Software that you have purchased. The Software may not be exchanged for a different edition. If you require support for additional operating systems, You must purchase the different edition of the Software.

7.10 VMware Mirage

Definitions

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

"**Device**" means any client or end point hardware that enables an end user to run the Software.

If You purchased a perpetual license for the Software, You may only use VMware Mirage for up to the total number of Named Users or Devices for which You have paid the applicable license fees.

If You purchased a subscription term license for the Software, You may use the Software for up to the total number of Named Users or Devices, and for the term of the subscription, for which You have paid the applicable license fees. Upon expiration or termination of Your subscription term license, You shall promptly cease use of the Software and Documentation and destroy (and certify to VMware in writing the fact of such destruction) or return to VMware all copies of the Software and Documentation then in Your possession or under Your control.

7.11 VMware Mirage Windows Migration

Definitions

"**Device**" means any client hardware that enables an end user to run the Software.

License Notes

You may use the Software for up to the number of Devices 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). In the interest of clarity, You may only use the Software once per Device. If the Software is licensed to You for a limited term, You may use the Software solely during the specified license term. Upon expiration or termination of the term, You will promptly cease use of the Software and Documentation and destroy (and certify to VMware in writing the fact of such destruction) or return to VMware all copies of the Software and Documentation then in Your possession or under Your control.

7.12 VMware View Planner

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 http://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/products/downloads/vmw-view-planner-rules-policy-en.pdf. 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.

7.13 VMware vRealize Operations for Horizon

Definitions

"**Active Connection**" means any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and Published Applications.

"**Concurrent Users**" means the total number of users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their workspace or desktop through each endpoint device.

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

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

"Published Application" means an application hosted on a central server and accessed by end users remotely or streamed to end user devices for local execution.

"**Terminal Services Session**" means a Microsoft Windows terminal services session running a valid Microsoft Windows license, including a Remote Desktop Session Host (RDSH) session.

License Notes

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

You may use the Software to monitor: (1) Desktop Virtual Machines, (2) virtual desktop infrastructure that is used exclusively to support Desktop Virtual Machines, (3) Terminal Services Sessions for the purpose of monitoring session-based desktops or remote applications, and (4) VMware vSAN for Desktop Advanced.

7.14 VMware AirWatch

Definitions

"**Device**" means mobile device(s), including but not limited to mobile phone(s), smartphone(s), tablet computer(s) and computing device(s), personal digital assistant(s), enterprise digital assistant(s), ruggedized devices, and any similar or similarly functioning electronic devices, which may be monitored and managed by the Software, whether owned by You or by Your Users.

"**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.

"**Usage Data**" means aggregated technical data about Your use and Your Users' use of the Software Your Users' Devices, including but not limited to: VMware AirWatch account identification number; Device make and model; Device operating systems; operating system versions; the total number Devices running; the number of active Devices; dates and times of VMware AirWatch console logins; Device ownership type; application names, identifiers, versions, whether the application is public or managed; database actions taken; external calls, HTTP requests, browser load pages made by the Software; errors made by applications running in this Software; and the amount of memory and CPU usage across the Software.

"**User**" means an individual user of a Device and/or the Software.

7.14.1 General License Notes

If You licensed the Software on a per Device basis, You may use the Software for up to the number of Devices specified in Your Order. You may transfer the Software from Device to Device, as long as You do not exceed the total number of Devices specified in Your Order. You may use the Software to monitor the Devices from an unlimited number of computers.

If You licensed the Software on a per Named User basis, You may use the Software for up to the number of Named Users for which You have paid the applicable license fees. Each Named User may have a maximum of three (3) Devices which is managed by VMware AirWatch Software or on which the VMware AirWatch Software is installed.

You may use the Software for the period specified in Your Order. If You purchased the Software on a subscription basis ("Subscription License"), the term of Your subscription licenses shall be as specified in the Order (the "Subscription Period").

Evaluation License Period. Notwithstanding the period identified in the License Agreement, if You are licensing the Software for evaluation purposes, Your use of the Software is only permitted for a period of 30 days.

APN Certificate. If You use the Software to manage Devices running on operating systems developed and released by Apple Inc., You must obtain Your own Apple Push Notification services (APNs) Certificate from Apple Inc.

Usage Data. VMware may collect and process Usage Data to manage Your account, send You service-related notifications, bill You for purchased services, enforce compliance with this Agreement, facilitate the provisioning of updates, improve of the Software, better understand Your business needs and comply with our contractual

obligations and applicable law. Usage Data may be transferred to other companies in the VMware worldwide group of companies from time to time. To the extent that this information constitutes personal information, VMware shall be the controller of such personal information. To the extent at it acts as a controller, each party shall comply at all times with its obligations under the local legislation applicable in the Territory for the protection of individuals with regard to the processing of personal data. In this section, "controller" shall have the meaning given to it in the EU Directive 95/46/EC.

Usage Data Transfer. You agree that Usage 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.

Third Party Software. Certain content, features and functionality of the Software are delivered by third parties and are subject to to supplemental terms and conditions located at: http://www.air-watch.com/downloads/legal/VMware-AirWatch-Third-Party-Supplemental-Terms.pdf.

Hosted Services. You may purchase VMware AirWatch Hosted Services as an add-on to the Software licenses. VMware AirWatch Hosted Services enables VMware to host, on VMware's servers on Your behalf, the necessary Software to allow communication, control functions or share content with Devices in a production environment via internet-based consoles.

Your use of VMware AirWatch Hosted Services is governed by the Terms of Service and ancillary documents available at http://www.vmware.com/download/eula.html. Consult the Service Description for details and additional conditions regarding Your use of VMware AirWatch Hosted Services.

If Your Order includes VMware AirWatch Hosted Services, VMware will provide the services to You for the number of Software licenses and for the hosted services period specified in the Order. If You are using a Software license with VMware AirWatch Hosted Services, You may not simultaneously deploy that same Software license in another environment.

<u>**7.14.2 License Notes for VMware AirWatch Management Suites**</u>

In addition to the general license notes above and the license notes that apply to each Software component of a VMware AirWatch Management Suite (except for the license metrics for those Software components), the following terms apply:

Each VMware VMware AirWatch Management Suite includes entitlements to use different functionality and inclusions. For the VMware AirWatch Management Suite that You have purchased licenses for, You may only use the functionality for that VMware AirWatch Management Suite as specified at https://www.air-watch.com/downloads/resources/VMW-DS-Suite_Comparison-092016.pdf.

AirWatch Management Suite for Rugged Devices. You may only use the following functionality of AirWatch Management Suite for Rugged Devices for which you have paid the applicable fees: Mobile Device Management, Container, AirWatch Catalog (App Catalog), and VMware Workspace ONE Assist.

Workspace ONE Access. Your license to use the VMware AirWatch Yellow Management Suite and VMware AirWatch Blue Management Suite includes an entitlement to use the Workspace ONE Access feature. Any use of the Workspace ONE Access feature by a Named User on a Device will constitute use of a Device for the purposes of the VMware AirWatch Software license metric. You acknowledge that the Software includes VMware Verify, VMware's multi-factor authentication solution included in the Workspace ONE Access feature that is powered by a third-party service provider. If You opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Your personal information, including the name, phone number and email address of individual users. You are responsible for ensuring Your compliance with applicable laws. VMware, its affiliates and service providers, will use the personal information collected through VMware Verify, to provide the multi-factor authentication service. 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 or service providers maintain facilities.

7.15 VMware App Volumes

Definitions

"**Active Connection**" means any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and physical computers.

"**Concurrent Users"** means the total number of users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their workspace or desktop through each endpoint device.

"**Desktop Virtual Machine**" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: XP, Vista, 7, 8 or 10.

"**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.

"**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, including as part of a Citrix Xenapp server session run with Microsoft Windows terminal services.

"**Third Party Agent**" means a third party delivering information technology services to You pursuant to a written contract with You.

License Notes

You may use the Software for up to the number of Concurrent Users or Named Users for which You have paid the applicable license fees. You may only use the Software with: (1) Desktop Virtual Machines, (2) virtual desktop infrastructure that is used exclusively to support Desktop Virtual Machines, or (3) Terminal Services Sessions.

Each edition of VMware App Volumes (VMware App Volumes Standard, Advanced or Enterprise) includes entitlements to use different functionality and inclusions. For the edition of the Software You have purchased licenses for, You may only use the functionality for that edition as specified at http://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/products/appvolumes/vmware-app-volumes-datasheet.pdf, and also as described below.

VMware App Volumes Standard

If You have purchased licenses for VMware App Volumes Standard, You will also receive a license to use VMware Dynamic Environment Manager for up to the same number of Concurrent Users or Named Users for which You have paid the applicable license fees for VMware App Volumes Standard.

The license notes in the VMware Dynamic Environment Manager section of this Product Guide apply to Your use of that Software with VMware App Volumes Standard, except for the license metric in that section.

VMware App Volumes Advanced

If You have purchased licenses for VMware App Volumes Advanced, You will also receive a license to use VMware Dynamic Environment Manager for up to the same number of Concurrent Users or Named Users for which You have paid the applicable license fees for VMware App Volumes Advanced. You will also receive a license to use one (1) ThinApp Packager license per pack of VMware App Volumes Advanced for which You have paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which You paid the applicable Concurrent User or Named User license fees for VMware App Volumes Advanced.

The license notes in the VMware Dynamic Environment Manager and ThinApp sections of this Product Guide apply to Your use of that Software, except for the license metric specified in those sections.

VMware App Volumes Enterprise

If You have purchased licenses for VMware App Volumes Enterprise, You may only use VMware App Volumes Enterprise (and the Software included with it, as described below) in connection with a XenApp or XenDesktop environment, except if You have purchased the Software with the Horizon Enterprise Edition Bundle (in which case the license notes for the Horizon Enterprise Edition bundle apply).

If You have purchased licenses for VMware App Volumes Enterprise, You will also receive a license to use VMware Dynamic Environment Manager for up to the same number of Concurrent Users or Named Users for which You have paid the applicable license fees for VMware App Volumes. You will also receive a license to use one (1) ThinApp Packager license per pack of VMware App Volumes for which You have paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which You paid the applicable Concurrent User or Named User license fees for VMware App Volumes.

With VMware App Volumes Enterprise only, You will also receive a license to use VMware vRealize Operations for Published Applications for up to the same number of Concurrent Users or Named Users for which You have paid the applicable license fees for VMware App Volumes Enterprise. VMware vRealize Operations for Published Applications may only be used to monitor: (1) Desktop Virtual Machines, (2) virtual desktop infrastructure that is used exclusively to support Desktop Virtual Machines, or (3) Terminal Services Sessions.

The license notes in the VMware Dynamic Environment Manager and ThinApp sections of this Product Guide apply to the use of that Software, except for the license metric specified in those sections.

7.16 VMware Dynamic Environment Manager

Definitions

"**Active Connection**" means any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and physical computers.

"**Concurrent Users**" means the total number of users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their workspace or desktop through each endpoint device.

"**Desktop Virtual Machine**" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: Vista, 7, 8, 10 or Server.

"**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.

"**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.

"**Third Party Agent**" means a third party delivering information technology services to You pursuant to a written contract with You.

License Notes

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 Software may be used with the following operating system software:

Client:
· Windows 7 Professional, Enterprise and Ultimate x86 and x64 SP1
· Windows 8 Professional and Enterprise x86 and x64
· Windows 8.1 Professional and Enterprise x86 and x64 with Update
· Windows 10 Professional and Enterprise x86 and x64

Server:
· Windows Server 2008 R2 Standard and Enterprise x64 SP1
· Windows Server 2012 Standard and Datacenter x64
· Windows Server 2012 R2 Standard and Datacenter x64 with Update

Definitions

"**Active Connection**" means any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and physical computers.

"**Concurrent Users**" means the total number of users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their desktop through each endpoint device.

"**Desktop Virtual Machine**" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: XP, Vista, 7, 8, 10 or Server.

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

"**Public Cloud Infrastructure**" means infrastructure computing services whereby the provider makes necessary resources, such as hardware, software and other supporting infrastructure available for rent to customers (whether accessible by customers or not), and on which customers may install applications.

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

License Notes

In addition to the above license notes that apply to each Software component of the VMware Horizon Standard Edition bundle and the VMware Horizon Standard Edition Add-on bundle (except for the license metrics for those Software components), You may use each Software component of the VMware Horizon Standard Edition bundle or the VMware Horizon Standard Edition Add-on bundle, as applicable, for up to the number of Concurrent Users for which You have paid the applicable license fees, except as described below:

vSphere Desktop

The VMware Horizon Standard Edition bundle includes a license to use VMware vSphere Desktop for up to the total number of Concurrent Users for which You have paid the applicable license fees for the VMware Horizon Standard Edition bundle. Your use of VMware vSphere Desktop is limited to hosting Desktop Virtual Machines, Terminal Services Sessions, remote desktop services host and running VMware products which are included in the VMware Horizon Standard Edition bundle or third party connection brokers and desktop management and monitoring tools.

vCenter Server

Your use of VMware vCenter Server Desktop included in the VMware Horizon Standard Edition bundle is limited to managing Servers that are solely hosting Desktop Virtual Machines, Terminal Services Sessions, remote desktop services host and running VMware products which are included in the VMware Horizon Standard Edition bundle or third party connection brokers and desktop management and monitoring tools.

ThinApp

Your license to use the VMware Horizon Standard Edition bundle or the VMware Horizon Standard Edition Add-on bundle, as applicable, includes a license to use one (1) ThinApp Packager per pack of the VMware Horizon Standard Edition bundle for which You have paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which You paid the applicable Concurrent User license fees for the VMware Horizon Standard Edition bundle or the Horizon Standard Edition Add-on bundle. Only Your IT administrator may use the ThinApp Packager Software.

Workstation Pro

Your license to use the VMware Horizon Standard Edition bundle or the VMware Horizon Edition Add-on bundle, as applicable, includes a license to use one VMware Workstation Pro license per pack of the VMware Horizon Standard Edition bundle for which You have paid the applicable license fees. You may only use VMware Workstation Pro with the VMware ThinApp Packager provided with the applicable VMware Horizon Standard Edition bundle, and such Software may only be used by Your IT administrator.

Public Cloud Infrastructure

You may not use or install the Software on Public Cloud Infrastructure.

7.18 VMware Horizon Advanced Edition

Definitions

"**Active Connection**" means (i) with respect to Horizon View (for Microsoft Windows), Dynamic Environment Manager and Horizon Linux, any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and physical computers, and (ii) with respect to Mirage, any provisioned desktop image.

"**Concurrent Users**" means the total number of users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their workspace or desktop through each endpoint device.

"**Desktop Virtual Machine**" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: XP, Vista, 7, 8, 10 or Server.

"**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.

"**Public Cloud Infrastructure**" means infrastructure computing services whereby the provider makes necessary resources, such as hardware, software and other supporting infrastructure available for rent to customers (whether accessible by customers or not), and on which customers may install applications.

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

License Notes

In addition to the above license notes that apply to each Software component of the VMware Horizon Advanced Edition bundle (except for the license metric for those Software components), You may use each Software component of the VMware Horizon Advanced Edition bundle for up to the number of Named Users or Concurrent Users for which You have paid the applicable license fees, except as described below:

vSphere Desktop

The VMware Horizon Advanced Edition bundle includes a license to use VMware vSphere Desktop for up to the total number of Named Users or Concurrent Users for which You have paid the applicable license fees for the VMware Horizon Advanced Edition bundle. Your use of VMware vSphere Desktop is limited to hosting Desktop Virtual Machines, Terminal Services Sessions, remote desktop services host and running VMware products which are included in the VMware Horizon Advanced Edition bundle or third party connection brokers and desktop management and monitoring tools.

vCenter Server

Your use of VMware vCenter Server Desktop included in the VMware Horizon Advanced Edition bundle is limited to managing Servers that are solely hosting Desktop Virtual Machines, Terminal Services Sessions, remote desktop services host and running VMware products which are included in the VMware Horizon Advanced Edition bundle or third party connection brokers and desktop management and monitoring tools.

ThinApp

Your license to use the VMware Horizon Advanced Edition bundle includes a license to use one (1) ThinApp Packager per pack of the VMware Horizon Advanced Edition bundle for which You have paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which You paid the applicable Named User or Concurrent User license fees for the VMware Horizon Advanced Edition bundle. Only Your IT administrator may use the ThinApp Packager Software.

Mirage

If You have purchased Named User licenses for the VMware Horizon Advanced Edition bundle, You may use the Mirage Software included for up to the number of Named Users for which You have paid the applicable license fees for the VMware Horizon Advanced Edition bundle.

If You have purchased Concurrent User licenses for the VMware Horizon Advanced Edition bundle, You may only use Mirage on a Named User basis, with the number of Named User licenses being the same as the number of Concurrent User licenses for which You have paid the applicable license fees for the VMware Horizon Advanced Edition bundle.

Workstation Pro

Your license to use the VMware Horizon Advanced Edition bundle includes a license to use one VMware Workstation Pro license per pack of the VMware Horizon Advanced Edition bundle for which You have paid the applicable license fees. You may only use VMware Workstation Pro with the VMware ThinApp Packager provided with the VMware Horizon Advanced Edition bundle, and such Software may only be used by Your IT administrator.

Virtualization Pack for Skype for Business

Your license to use the VMware Horizon Advanced Edition bundle includes a license to use Virtualization Pack for Skype for Business license per pack of the VMware Horizon Advanced Edition bundle for which You have paid the applicable license fees.

Workspace ONE Access

Your license to use the VMware Horizon Advanced Edition bundle includes an entitlement to use the Workspace ONE Access feature. You may only use the Workspace ONE Access feature with virtual desktops and applications powered by VMware Horizon, Citrix XenApp or Citrix XenDesktop. You acknowledge that the Software includes VMware Verify, VMware's multi-factor authentication solution included in the Workspace ONE Access feature that is powered by a third-party service provider. If You opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Your personal information, including the name, phone number and email address of individual users. You are responsible for ensuring Your compliance with applicable laws. VMware, its affiliates and service providers, will use the personal information collected through VMware Verify, to provide the multi-factor authentication service. 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 or service providers maintain facilities.

VMware Workspace ONE Self-Service Application Catalog

Your license to use the VMware Horizon Advanced Edition bundle includes an entitlement to use the VMware Workspace ONE Self-Service Application Catalog feature. You may only use the VMware Workspace ONE Self-Service Application Catalog feature with virtual desktops and applications powered by VMware Horizon, Citrix XenApp or Citrix XenDesktop.

Public Cloud Infrastructure

You may not use or install the Software on Public Cloud Infrastructure.

7.19 VMware Horizon Enterprise Edition/ Horizon Term Enterprise Edition

Definitions

"**Active Connection**" means (i) with respect to Horizon View (for Microsoft Windows), Dynamic Environment Manager and Horizon for Linux, any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and physical computers, and (ii) with respect to Mirage, any provisioned desktop image.

"**Concurrent Users**" means the total number of users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their workspace or desktop through each endpoint device.

"**Desktop Virtual Machine**" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: XP, Vista, 7, 8, 10 or Server.

"**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.

"**Public Cloud Infrastructure**" means infrastructure computing services whereby the provider makes necessary resources, such as hardware, software and other supporting infrastructure available for rent to customers (whether accessible by customers or not), and on which customers may install applications.

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

License Notes

In addition to the above license notes that apply to each Software component of the VMware Horizon Enterprise Edition bundle (except the license metric for those Software components), You may use each Software component for up to the number of Named Users or Concurrent Users for which You have paid the applicable license fees, except as described below:

vSphere Desktop

The VMware Horizon Enterprise Edition bundle includes a license to use VMware vSphere Desktop for up to the total number of Named Users or Concurrent Users for which You have paid the applicable license fees for the VMware Horizon Enterprise Edition bundle. Your use of VMware vSphere Desktop is limited to hosting Desktop Virtual Machines, Terminal Services Sessions, remote desktop services host and running VMware products which are included in the VMware Horizon Enterprise Edition bundle or third party connection brokers and desktop management and monitoring tools.

vCenter Server

Your use of VMware vCenter Server Desktop included in the VMware Horizon Enterprise Edition bundle is limited to managing Servers that are solely hosting Desktop Virtual Machines, Terminal Services Sessions, remote desktop services host and running VMware products which are included in the VMware Horizon Enterprise Edition bundle or third party connection brokers and desktop management and monitoring tools.

ThinApp

Your license to use the VMware Horizon Enterprise Edition bundle includes a license to use one (1) ThinApp Packager per pack of the VMware Horizon Enterprise Edition bundle for which You have paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which You paid the applicable Named User or Concurrent User license fees for the VMware Horizon Enterprise Edition bundle. Only Your IT administrator may use the ThinApp Packager Software.

Mirage

If You have purchased Named User licenses for the VMware Horizon Enterprise Edition bundle, You may use the Mirage Software included for up to the number of Named Users for which You have paid the applicable license fees for the VMware Horizon Enterprise Edition bundle.

If You have purchased Concurrent User licenses for the VMware Horizon Enterprise Edition bundle, You may only use Mirage on a Named User basis, with the number of Named User licenses being the same as the number of Concurrent User licenses for which You have paid the applicable license fees for the VMware Horizon Enterprise Edition bundle.

Horizon Enterprise for Windows and Linux

If You have purchased Concurrent User licenses for the VMware Horizon Enterprise Edition Bundle, for each Concurrent User You may: (1) use either VMware Horizon Enterprise (for Microsoft Windows) or VMware Horizon for Linux but not both at the same time, and (2) use only one Powered on Desktop Virtual Machine.

Workstation Pro

Your license to use the VMware Horizon Enterprise Edition bundle includes a license to use one (1) VMware Workstation Pro license per pack of the VMware Horizon Enterprise Edition bundle for which You have paid the

applicable license fees. You may only use VMware Workstation Pro with the VMware ThinApp Packager provided with the VMware Horizon Enterprise Edition bundle, and such Software may only be used by Your IT administrator.

Virtualization Pack for Skype for Business

Your license to use the VMware Horizon Enterprise Edition bundle includes a license to use Virtualization Pack for Skype for Business license per pack of the VMware Horizon Enterprise Edition bundle for which You have paid the applicable license fees.

Session Collaboration

Your license to use VMware Horizon Enterprise Edition bundle includes an entitlement to the Session Collaboration feature and to initiate or join a session for up to the number of Named Users or Concurrent Users of VMware Horizon Enterprise Edition for which You have paid the applicable license fees**.**

Workspace ONE Access

Your license to use the VMware Horizon Enterprise Edition bundle includes an entitlement to use the Workspace ONE Access feature. You may only use the Workspace ONE Access feature with virtual desktops and applications powered by VMware Horizon, Citrix XenApp or Citrix XenDesktop. You acknowledge that the Software includes VMware Verify, VMware's multi-factor authentication solution included in the Workspace ONE Access feature that is powered by a third-party service provider. If You opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Your personal information, including the name, phone number and email address of individual users. You are responsible for ensuring Your compliance with applicable laws. VMware, its affiliates and service providers, will use the personal information collected through VMware Verify, to provide the multi-factor authentication service. 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 or service providers maintain facilities.

VMware Workspace ONE Self-Service Application Catalog

Your license to use the VMware Horizon Enterprise Edition bundle includes an entitlement to use the VMware Workspace ONE Self-Service Application Catalog feature. You may only use the VMware Workspace ONE Self-Service Application Catalog feature with virtual desktops and applications powered by VMware Horizon, Citrix XenApp or Citrix XenDesktop.

VMware Workspace ONE Enterprise Perpetual

In addition to the general license notes above, if You purchase a license to VMware Workspace ONE Enterprise Perpetual, the following terms apply:

Your license to use VMware Workspace ONE Enterprise Perpetual includes a license to VMware Horizon Enterprise Edition for up to the number of Named Users for which You have paid the applicable license fees for VMware Workspace ONE Enterprise Perpetual. Upon expiration or termination of Your license to VMware Workspace ONE Enterprise Perpetual, You must promptly cease use of VMware Horizon Enterprise Edition and Documentation.

VMware Workspace ONE Enterprise for VDI

In addition to the general license notes above, if You purchase a license to Workspace ONE Enterprise for VDI, the following terms apply:

Your license to use VMware Workspace ONE Enterprise for VDI Edition includes a license to VMware Horizon Enterprise Edition for up to the number of Named Users for which You have paid the applicable license fees for VMware Workspace ONE Enterprise for VDI Edition. Upon expiration or termination of Your license to VMware Workspace ONE Enterprise for VDI, You must promptly cease use of VMware Horizon Enterprise Edition and Documentation. You may not use the following VMware Software included in the VMware Horizon Enterprise Edition bundle: VMware ThinApp Packager, VMware Mirage, VMware Workstation Pro, VMware vRealize Operations, and VMware Fusion Pro.

Public Cloud Infrastructure

You may not use or install the Software on Public Cloud Infrastructure.

Horizon Term Enterprise Edition

In addition to the general license notes above, if You purchase a license to VMware Horizon Term Enterprise Edition, the following terms apply:

The Software is licensed as Subscription Software. You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software and Documentation. Unless otherwise specified in Your Order or EULA, Your Order for the Subscription Software may not be cancelled and You are not entitled to any refunds. You may not use the Software on Public Cloud Infrastructure. Notwithstanding the foregoing, US federal government customers may deploy on Public Cloud Infrastructure, provided that you may not install vSAN Desktop, vSphere Desktop, or vCenter Server on any Public Cloud Infrastructure. In the event of a conflict between these terms and the above general license notes, these terms will apply.

7.20 VMware Horizon for Linux

Definitions

"**Active Connection**" means any connection to a Powered On Desktop Virtual Machines or a physical computer.

"**Concurrent Users"** means the total number of users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their workspace or desktop through each endpoint device.

"**Desktop Virtual Machine**" is a hosted Virtual Machine with the Linux operating system.

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

"**Public Cloud Infrastructure**" means infrastructure computing services whereby the provider makes necessary resources, such as hardware, software and other supporting infrastructure available for rent to customers (whether accessible by customers or not), and on which customers may install applications.

License Notes

In addition to the above license notes that apply to each Software component of the VMware Horizon for Linux bundle (except the license metrics for those Software components), You may use each Software component of the VMware Horizon for Linux bundle for up to the number of Concurrent Users for which You have paid the applicable license fees, except as described below:

vSphere Desktop

The VMware Horizon for Linux bundle includes a license to use VMware vSphere Desktop for up to the total number of Concurrent Users for which You have paid the applicable license fees for the VMware Horizon for Linux bundle. Your use of VMware vSphere Desktop is limited to hosting Desktop Virtual Machines, Terminal Services Sessions, remote desktop services host and running VMware products which are included in the VMware Horizon for Linux bundle or third party connection brokers and desktop management and monitoring tools.

vCenter Server

Your use of VMware vCenter Server Desktop included in the VMware Horizon for Linux bundle is limited to managing Servers that are solely hosting Desktop Virtual Machines, Terminal Services Sessions, remote desktop services host and running VMware products which are included in the VMware Horizon for Linux bundle or third party connection brokers and desktop management and monitoring tools.

Public Cloud Infrastructure

You may not use or install the Software on Public Cloud Infrastructure.

7.21 VMware Horizon View Enterprise

Definitions

"**Active Connection**" means any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and physical computers.

"**Concurrent Users**" means the total number of users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their desktop through each endpoint device.

"**Desktop Virtual Machine**" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: XP, Vista, 7, 8, 10 or Server.

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

"**Public Cloud Infrastructure**" means infrastructure computing services whereby the provider makes necessary resources, such as hardware, software and other supporting infrastructure available for rent to customers (whether accessible by customers or not), and on which customers may install applications.

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

License Notes

In addition to the above license notes that apply to each Software component of the VMware Horizon View Enterprise bundle (except for the license metrics for those Software components), You may use each Software component of the VMware Horizon View Enterprise bundle for up to the number of Concurrent Users for which You have paid the applicable license fees, except as described below:

vSphere Desktop

The VMware Horizon View Enterprise bundle includes a license to use VMware vSphere Desktop for up to the total number of Concurrent Users for which You have paid the applicable license fees for the VMware Horizon View Enterprise bundle. Your use of VMware vSphere Desktop is limited to hosting Desktop Virtual Machines, Terminal Services Sessions, remote desktop services host and running VMware products which are included in the VMware Horizon Standard Edition bundle or third party connection brokers and desktop management and monitoring tools.

vCenter Server

Your use of VMware vCenter Server Desktop included in the VMware Horizon View Enterprise bundle is limited to managing Servers that are solely hosting Desktop Virtual Machines, Terminal Services Sessions, remote desktop services host and running VMware products which are included in the VMware Horizon Standard Edition bundle or third party connection brokers and desktop management and monitoring tools.

Public Cloud Infrastructure

You may not use or install the Software on Public Cloud Infrastructure.

7.22 VMware Workspace ONE

Definitions

"**Device**" means any client hardware that enables installing and running of the Software on that client hardware.

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

"**Third Party Agent**" means a third party delivering information technology services to You pursuant to a written contract with You.

"**Public Cloud Infrastructure**" means infrastructure computing services whereby the provider makes necessary resources, such as hardware, software and other supporting infrastructure available for rent to customers (whether accessible by customers or not), and on which customers may install applications.

7.22.1 General License Notes

In addition to the license notes in this Product Guide that apply to each component of the VMware Workspace ONE bundles, if You purchase a license to VMware Workspace ONE, the following terms apply to all components of the VMware Workspace ONE bundle:

You may use the Software for up to the number of Named Users or Devices for which You have paid the applicable license fees. For each Named User, You may allow the Software to be installed and used on up to five (5) Devices by that Named User. Each Named User may also access the Software (or part of it) using web-only access, which will not constitute use of a Device by that Named User.

If You have licensed the Software on a per-Device basis, You cannot use the Software to access the Workspace ONE web-based portal. Software licensed on a per-Device basis can only be used on devices being managed by Workspace ONE.

If You purchased a subscription term license for the Software, You may use the Software for up to the total number of Named Users or Devices, and for the term of the subscription, for which You have paid the applicable license fees.

Workspace ONE Access

Your license to use VMware Workspace ONE includes an entitlement to use the Workspace ONE Access feature. You may only use the Workspace ONE Access feature with VMware Workspace ONE. You acknowledge that the Software includes VMware Verify, VMware's multi-factor authentication solution included in the Workspace ONE Access feature that is powered by a third-party service provider. If You opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Your personal information, including the name, phone number and email address of individual users. You are responsible for ensuring Your compliance with applicable laws. VMware, its affiliates and service providers, will use the personal information collected through VMware Verify, to provide the multi-factor authentication service. 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 or service providers maintain facilities.

Hosting Services

You may purchase the Workspace ONE Perpetual Hosting Service or Managed Hosting Service as an add-on to the Workspace ONE software licenses. The Perpetual Hosting Service and Managed Hosting Service enable use of certain components of the Software in a production environment via Internet-based consoles. You must have an active support and subscription service contract to purchase and use either the Perpetual Hosting Service or the Managed Hosting Service.

If You have purchased the Perpetual Hosting Service or the Managed Hosting Service, Your use of the Software when hosted by VMware is governed by the VMware Cloud Service Offerings Terms of Service available at http://www.vmware.com/download/eula.html and the ancillary documents listed on the Terms of Service page, rather than by the License Agreement. Please review the provisions of the Service Description for details and additional conditions regarding Your use of the hosting service.

If You are using a Software license with Perpetual Hosting Service or Managed Hosting Service, You may not simultaneously deploy that same Software license in another environment. If You stop using the Perpetual Hosting Service or the Managed Hosting Service and subsequently deploy the Software in Your on-premises environment, then the License Agreement and this Product Guide will apply to Your use of the Software.

7.22.2 Product Edition/Suite Specific License Notes

In addition to the general license notes above, if You purchase a license to VMware Workspace ONE, the following terms apply:

Each edition of VMware Workspace ONE includes entitlements to use different functionality and inclusions. For the edition of the Software You have purchased licenses for, You may only use the functionality for that edition as specified at http://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/products/workspace-one/workspace-one-editions-comparison.pdf.

AirWatch Migration to Workspace ONE

You may migrate or convert Your license to VMware AirWatch Software to Workspace ONE Software if you have received a VMware migration offering or received a Workspace ONE product entitlement from VMware. The following terms apply to Your migration from VMware AirWatch Software to Workspace ONE Software:

- Your use of Workspace ONE (including the applicable VMware AirWatch functionality You already use) is subject to the License Agreement and any legacy terms governing the VMware AirWatch functionality will no longer apply.
- You are licensed to use VMware Workspace ONE Software for up to the same number of Named Users or Devices which you have paid the applicable license fees for VMware AirWatch Software.
- Each edition of VMware Workspace ONE (VMware Workspace ONE Standard or Advanced) that you have migrated to includes entitlements to use different functionality and inclusions. For the Workspace ONE Software that you have migrated to, You may only use the edition and the functionality for that edition specified at https://support.air-watch.com/articles/360003860514 and http://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/products/workspace-one/workspace-one-editions-comparison.pdf.

Workspace ONE Application Access

As part of Your license to use Workspace ONE Application Access, You are entitled to use the Workspace ONE Access feature. You may only use the Workspace ONE Access feature with VMware Workspace ONE Application Access. You acknowledge that the Software includes VMware Verify, VMware's multi-factor authentication solution included in the Workspace ONE Access feature that is powered by a third-party service provider. If You opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Your personal information, including the name, phone number and email address of individual users. You are responsible for ensuring Your compliance with applicable laws. VMware, its affiliates and service providers, will use the personal information collected through VMware Verify, to provide the multi-factor authentication service. 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 or service providers maintain facilities.

As part of Your license use VMware Workspace ONE Application Access, You are entitled to use functionality from VMware AirWatch Software for the distribution of mobile applications. You may not use the VMware AirWatch Software for the management of mobile devices. Section 7.14 (VMware AirWatch) applies to Your use of VMware AirWatch Software.

Workspace ONE Standard and Workspace ONE Advanced

As part of Your license to use VMware Workspace ONE Standard or VMware Workspace ONE Advanced, You are entitled to use functionality from AirWatch for up to the same number of Named Users or Devices for which You have paid the applicable license fees for VMware Workspace ONE Standard or Workspace ONE Advanced and subject to the functionality entitlements referred to above. Section 7.14 (VMware AirWatch) applies to Your use of VMware AirWatch Software.

Workspace ONE Enterprise

As part of Your license to use VMware Workspace ONE Enterprise, You are licensed to use VMware Horizon Apps Advanced Edition for up to the same number of Named Users for which You have paid the applicable license fees for VMware Workspace ONE Enterprise and subject to the functionality entitlements referred to above. Upon expiration or termination of Your license to VMware Workspace ONE Enterprise, You must promptly cease use of VMware Horizon Apps Advanced Edition and Documentation. You may not use the following VMware Software included in the VMware Horizon Apps Advanced Edition bundle: VMware ThinApp Virtualization Packager and VMware Workstation Pro.

You may not use or install VMware Horizon included with VMware Workspace ONE Enterprise on Public Cloud Infrastructure.

Workspace ONE Enterprise Perpetual

As part of Your license to use VMware Workspace ONE Enterprise Perpetual, You are licensed to use VMware Horizon Enterprise Edition for up to the same number of Named Users for which You have paid the applicable

license fees for VMware Workspace ONE Enterprise Perpetual and subject to the functionality entitlements referred to above.

Workspace ONE Enterprise for VDI

As part of Your license to use VMware Workspace ONE Enterprise for VDI, You are licensed to use VMware Horizon Enterprise Edition for up to the same number of Named Users for which You have paid the applicable license fees for VMware Workspace ONE Enterprise for VDI and subject to the functionality entitlements referred to above. Upon expiration or termination of Your license to VMware Workspace ONE Enterprise for VDI, You must promptly cease use of VMware Horizon Enterprise Edition and Documentation. You may not use the following VMware Software included in the VMware Horizon Enterprise Edition bundle: VMware ThinApp Packager, VMware Mirage, VMware Workstation Pro, VMware vRealize Operations for Horizon (including vRealize Operations for Published Applications), and VMware Fusion Pro.

7.23 VMware Horizon Apps

Definitions

"**Active Connection**" means any connection to a Terminal Services Session.

"**Concurrent Users**" means the total number of users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their workspace through each endpoint device.

"**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.

"**Public Cloud Infrastructure**" means infrastructure computing services whereby the provider makes necessary resources, such as hardware, software and other supporting infrastructure available for rent to customers (whether accessible by customers or not), and on which customers may install applications.

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

License Notes

In addition to the license notes in this Product Guide that apply to each Software component of the applicable VMware Horizon Apps bundle (except the license metric for those Software components), You may use each Software component for up to the number of Named Users or Concurrent Users for which You have paid the applicable license fees, except as described below. The Linked Clones and Virtual desktop machines features received as part of VMware Horizon Apps Standard Edition or Advanced Edition may not be used as part of this Software.

Workspace ONE Access

Your license to use the VMware Horizon Apps Standard Edition bundle or VMware Horizon Apps Advanced Edition bundle includes an entitlement to use the Workspace ONE Access feature. You may only use the Workspace ONE Access feature with virtual desktops and applications powered by VMware Horizon, Citrix XenApp or Citrix XenDesktop. You acknowledge that the Software includes VMware Verify, VMware's multi-factor authentication solution included in the Workspace ONE Access feature that is powered by a third-party service provider. If You opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Your personal information, including the name, phone number and email address of individual users. You are responsible for ensuring Your compliance with applicable laws. VMware, its affiliates and service providers, will use the personal information collected through VMware Verify, to provide the multi-factor authentication service. 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 or service providers maintain facilities.

vSphere Desktop

Your license to use the VMware Horizon Apps bundle includes a license to use VMware vSphere Desktop for up to the total number of Named Users or Concurrent Users for which You have paid the applicable license fees for the VMware Horizon Apps bundle. Your use of VMware vSphere Desktop is limited to (i) hosting Terminal Services

Sessions and remote desktop services host, and (ii) running VMware products that are included in the VMware Horizon Apps bundle or third party connection brokers, and management and monitoring tools in connection with a Horizon Apps environment.

vCenter Server

Your use of VMware vCenter Server Desktop included in the VMware Horizon Apps bundle is limited to managing Servers that are solely (i) hosting Terminal Services Sessions and remote desktop services host, and (ii) running VMware products which are included in the VMware Horizon Apps bundle or third party connection brokers, and management and monitoring tools in connection with a Horizon Apps environment.

ThinApp

Your license to use the VMware Horizon Apps bundle includes a license to use one (1) ThinApp Packager per pack of the VMware Horizon Apps bundle for which You have paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which You paid the applicable Named User or Concurrent User license fees for the VMware Horizon Apps bundle. Only Your IT administrator may use the ThinApp Packager Software.

Workstation Pro

Your license to use the VMware Horizon Apps bundle includes a license to use one (1) VMware Workstation Pro license per pack of the VMware Horizon Apps bundle for which You have paid the applicable license fees. You may only use VMware Workstation Pro with the VMware ThinApp Packager provided with the VMware Horizon Apps bundle, and such Software may only be used by Your IT administrator.

VMware Dynamic Environment Manager

Your license to use the VMware Horizon Apps bundle includes a license to use VMware User Environment for up to the number of Named Users or Concurrent Users for which You have paid the applicable license fees for the VMware Horizon Apps bundle.

VMware Workspace ONE Self-Service Application Catalog

Your license to use the VMware Horizon Apps bundle includes an entitlement to use the VMware Workspace ONE Self-Service Application Catalog feature. You may only use the VMware Workspace ONE Self-Service Application Catalog feature with virtual desktops and applications powered by VMware Horizon, Citrix XenApp or Citrix XenDesktop.

<u>**VMware Horizon Apps Advanced**</u>

VMware App Volumes Enterprise

Your license to use the VMware Horizon Apps Advanced bundle includes a license to the VMware App Volumes Enterprise product (excluding any other components of the VMware App Volumes Enterprise bundle) for up to the number of Named Users or Concurrent Users for which You have paid the applicable license fees for the VMware Horizon Apps bundle. Notwithstanding the restriction in the VMware App Volumes Enterprise license notes, You may use VMware App Volumes Enterprise received as part of the Horizon Apps bundle in connection with a Horizon Apps environment.

Virtualization Pack for Skype for Business

Your license to use the VMware Horizon Apps Advanced Edition bundle includes a license to use Virtualization Pack for Skype for Business license per pack of the VMware Horizon Apps Advanced Edition bundle for which You have paid the applicable license fees.

VMware Workspace ONE Enterprise

In addition to the general license notes above, if You purchase a license to Workspace ONE Enterprise, the following terms apply:

Your license to use VMware Workspace ONE Enterprise Edition includes a license to VMware Horizon Apps Advanced Edition for up to the number of Named Users for which You have paid the applicable license fees for VMware Workspace ONE Enterprise Edition. Upon expiration or termination of Your license to VMware Workspace ONE Enterprise, You must promptly cease use of VMware Horizon Apps Advanced Edition and Documentation. You may not use the following VMware Software included in the VMware Apps Advanced Edition bundle: VMware ThinApp Packager and VMware Workstation Pro.

Public Cloud Infrastructure

You may not use or install the Software on Public Cloud Infrastructure.

7.24 VMware Horizon Apps Subscription

Definitions

"**Active Connection**" means any connection to a Terminal Services Session.

"**Concurrent Users**" means the total number of users accessing or using the Software at any given time to maintain an Active Connection including active and idle session states, to their workspace through each endpoint device.

"**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.

"**Public Cloud Infrastructure**" means infrastructure computing services whereby the provider makes necessary resources, such as hardware, software and other supporting infrastructure available for rent to customers (whether accessible by customers or not), and on which customers may install applications.

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

"**Terms of Service**" means the VMware Cloud Service Offerings Terms of Service available at http://www.vmware.com/download/eula.html and the ancillary documents listed on the Terms of Service page.

License Notes

In addition to the license notes in this Product Guide that apply to each Software component of the applicable VMware Horizon Apps Subscription bundle (except the license metric for those Software components), You may use each Software component for up to the number of Named Users or Concurrent Users for which You have paid the applicable license fees, except as described below. The Linked Clones and Virtual desktop machines features received as part of VMware Horizon Apps Subscription Standard Edition or Advanced Edition may not be used as part of this Software.

You may purchase either a Named User or a Concurrent User subscription, but all subscriptions under a single SID must be for either only Named Users or only Concurrent Users.

Subscription Software

The Software is licensed as Subscription Software. You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software and Documentation.

VMware Horizon Service (Universal License)

Each license to the Horizon Apps Subscription includes an entitlement to, at any time during the Subscription Term, either (i) deploy the Horizon Apps Subscription Software, or (ii) access the VMware Horizon Service cloud service offering as described in the applicable Service Description listed on the Terms of Service page. For clarity, Your entitlement to Horizon Apps Subscription does not include any entitlement to use the virtual desktop infrastructure components of Horizon Service, as described in the applicable Service Description listed on the Terms of Service Page. You may not exceed the total number of Named Users or Concurrent Users (as applicable) of Your purchased VMware Horizon Service entitlements.

For example, if You purchase 1,500 Horizon Service Named User entitlements, You may use these entitlements across any combination of deployment options (on-premises or in the public cloud) not exceeding a total of 1500 Named Users.

Your use of the VMware Horizon Service cloud service offering is governed by the Terms of Service.

Subscription Upgrade Program for Horizon

If you receive your entitlement to the Subscription Software by purchasing your licenses as a part of the Subscription Upgrade Program for Horizon, you agree to relinquish your entitlements to corresponding Horizon perpetual licenses. You must not use any license keys related to those perpetual licenses (and VMware will invalidate such keys). You are not required to uninstall any Software if you convert your existing Horizon perpetual licenses deployment to VMware Horizon Service entitlement by installing the VMware Horizon Cloud Connector and managing licenses from the VMware Horizon Cloud Control Plane.

Workspace ONE Access

Your license to use the VMware Horizon Apps Subscription Standard Edition bundle or VMware Horizon Apps Subscription Advanced Edition bundle includes an entitlement to use the Workspace ONE Access cloud service feature. The Workspace ONE Access cloud service feature provides an integrated platform for users to access their applications and data on any of their devices. Your use of the Workspace ONE Access cloud service feature is governed by the VMware Cloud Service Offerings Terms of Service available at http://www.vmware.com/download/eula.html and the ancillary documents listed on the Terms of Service page, rather than by the License Agreement.   Please review the provisions of the Service Description for details and additional conditions regarding Your use of the hosting service. You may only use the Workspace ONE Access cloud service feature with virtual desktops and applications powered by VMware Horizon.

The Workspace ONE Access cloud service feature validates that You have an active license to the VMware Horizon Apps Subscription bundle. If the Workspace ONE Access cloud service feature validates that You do not have an active license to the VMware Horizon Apps Subscription bundle, You must not and will not be able to access virtual applications and session-based desktops powered by VMware Horizon.

You acknowledge that the Software includes VMware Verify, VMware's multi-factor authentication solution included in the Workspace ONE Access cloud service feature that is powered by a third-party service provider. If You opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Your personal information, including the name, phone number and email address of individual users. You are responsible for ensuring Your compliance with applicable laws. VMware, its affiliates and service providers, will use the personal information collected through VMware Verify, to provide the multi-factor authentication service. 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 or service providers maintain facilities.

vSphere Desktop

Your license to use the VMware Horizon Apps Subscription bundle includes a license to use VMware vSphere Desktop for up to the total number of Named Users or Concurrent Users for which You have paid the applicable license fees for the VMware Horizon Apps Subscription bundle. Your use of VMware vSphere Desktop is limited to (i) hosting Terminal Services Sessions and remote desktop services host, and (ii) running VMware products that are included in the VMware Horizon Apps Subscription bundle or third party connection brokers, and management and monitoring tools in connection with a Horizon Apps environment. You may not use or install vSphere Desktop on Public Cloud Infrastructure.

vCenter Server

Your use of VMware vCenter Server Desktop included in the VMware Horizon Apps Subscription bundle is limited to managing Servers that are solely (i) hosting Terminal Services Sessions and remote desktop services host, and (ii) running VMware products which are included in the VMware Horizon Apps Subscription bundle or third party connection brokers, and management and monitoring tools in connection with a Horizon Apps environment. You may not use or install vCenter Server on Public Cloud Infrastructure.

VMware Dynamic Environment Manager

Your license to use the VMware Horizon Apps Subscription bundle includes a license to use VMware User Environment for up to the number of Named Users or Concurrent Users for which You have paid the applicable license fees for the VMware Horizon Apps Subscription bundle.

VMware Workspace ONE Self-Service Application Catalog

Your license to use the VMware Horizon Apps Subscription bundle includes an entitlement to use the VMware Workspace ONE Self-Service Application Catalog feature. You may only use the VMware Workspace ONE Self-Service Application Catalog feature with virtual desktops and applications powered by VMware Horizon, Citrix XenApp or Citrix XenDesktop.

VMware App Volumes Enterprise

Your license to use the VMware Horizon Apps Subscription Advanced bundle includes a license to the VMware App Volumes Enterprise product (excluding any other components of the VMware App Volumes Enterprise bundle) for up to the number of Named Users or Concurrent Users for which You have paid the applicable license fees for the VMware Horizon Apps Subscription bundle. Notwithstanding the restriction in the VMware App Volumes Enterprise license notes, You may use VMware App Volumes Enterprise received as part of the Horizon Apps Subscription bundle in connection with a Horizon Apps environment.

Virtualization Pack for Skype for Business

Your license to use the VMware Horizon Apps Subscription Advanced Edition bundle includes a license to use Virtualization Pack for Skype for Business license per pack of the VMware Horizon Apps Subscription Advanced Edition bundle for which You have paid the applicable license fees.

VMware Cloud Connector

Your license to use the VMware Horizon Apps Subscription bundle includes an entitlement to use the VMware Cloud Connector. You may only use the VMware Cloud Connector with the VMware Horizon Apps Subscription bundle.

7.25 VMware Horizon Subscription

Definitions

"**Active Connection**" means (i) with respect to Horizon View (for Microsoft Windows), Dynamic Environment Manager and Horizon for Linux, any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and physical computers, and (ii) with respect to Mirage, any provisioned desktop image.

"**Concurrent Users**" means the total number of users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their workspace or desktop through each endpoint device.

"**Desktop Virtual Machine**" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: XP, Vista, 7, 8, 10 or Server.

"**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.

"**Public Cloud Infrastructure**" means infrastructure computing services whereby the provider makes necessary resources, such as hardware, software and other supporting infrastructure available for rent to customers (whether accessible by customers or not), and on which customers may install applications.

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

"**Terms of Service**" means the VMware Cloud Service Offerings Terms of Service available at http://www.vmware.com/download/eula.html and the ancillary documents listed on the Terms of Service page.

License Notes

In addition to the above license notes that apply to each Software component of the VMware Horizon Subscription bundle (except the license metric for those Software components), You may use each Software component for up to the number of Named Users or Concurrent Users for which You have paid the applicable license fees, except as described below:

You may purchase either a Named User or a Concurrent User subscription, but all subscriptions under a single SID must be for either only Named Users or only Concurrent Users.

Subscription Software

The Software is licensed as Subscription Software. You may use the Software solely during the Subscription Term.

Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software and Documentation.

VMware Horizon Service (Universal License)

Each license to the Horizon Subscription includes an entitlement to, at any time during the Subscription Term, either (i) deploy the Horizon Subscription Software, or (ii) access the VMware Horizon Service cloud service offering as described in the applicable Service Description listed on the Terms of Service page. You may not exceed the total number of Named Users or Concurrent Users (as applicable) of Your purchased VMware Horizon Service entitlement.

For example, if You purchase 1,500 Horizon Service Named User entitlement, You may use these entitlements across any combination of deployment options (on-premises or in the public cloud) not exceeding a total of 1500 Named Users.

Your use of the VMware Horizon Service cloud service offering is governed by the Terms of Service.

Subscription Upgrade Program for Horizon

If you receive your entitlement to the Subscription Software by purchasing your licenses as a part of the Subscription Upgrade Program for Horizon, you agree to relinquish your entitlements to corresponding Horizon perpetual licenses. You must not use any license keys related to those perpetual licenses (and VMware will invalidate such keys). You are not required to uninstall any Software if you convert your existing Horizon perpetual licenses deployment to Horizon Service entitlement by installing the Horizon Cloud Connector and managing licenses from the Horizon Cloud Control Plane.

vSphere Desktop

The VMware Horizon Subscription bundle includes a license to use VMware vSphere Desktop for up to the total number of Named Users or Concurrent Users for which You have paid the applicable license fees for the VMware Horizon Subscription bundle. Your use of VMware vSphere Desktop is limited to hosting Desktop Virtual Machines, Terminal Services Sessions, remote desktop services host and running VMware products which are included in the VMware Horizon Subscription bundle or third party connection brokers and desktop management and monitoring tools. You may not use or install vSphere Desktop on Public Cloud Infrastructure.

vCenter Server

Your use of VMware vCenter Server Desktop included in the VMware Horizon Subscription bundle is limited to managing Servers that are solely hosting Desktop Virtual Machines, Terminal Services Sessions, remote desktop services host and running VMware products which are included in the VMware Horizon Subscription bundle or third party connection brokers and desktop management and monitoring tools. You may not use or install vCenter Server on Public Cloud Infrastructure.

Horizon Enterprise for Windows and Linux

If You have purchased Concurrent User licenses for the VMware Horizon Subscription Bundle, for each Concurrent User You may: (1) use either VMware Horizon View Enterprise (for Microsoft Windows) or VMware Horizon for Linux but not both at the same time, and (2) use only one Powered on Desktop Virtual Machine.

Virtualization Pack for Skype for Business

Your license to use the VMware Horizon Subscription bundle includes a license to use Virtualization Pack for Skype for Business license per pack of the VMware Horizon Subscription bundle for which You have paid the applicable license fees.

Session Collaboration

Your license to use VMware Horizon Subscription bundle includes an entitlement to the Session Collaboration feature and to initiate or join a session for up to the number of Named Users or Concurrent Users of VMware Horizon Enterprise Edition for which You have paid the applicable license fees**.**

Workspace ONE Access

Your license to use the VMware Horizon Subscription bundle includes an entitlement to use the Workspace ONE Access cloud service feature. The Workspace ONE Access cloud service feature provides an integrated platform for users to access their applications and data on any of their devices. Your use of the Workspace ONE Access

cloud service feature is governed by the VMware Cloud Service Offerings Terms of Service available at http://www.vmware.com/download/eula.html and the ancillary documents listed on the Terms of Service page, rather than by the License Agreement.   Please review the provisions of the Service Description for details and additional conditions regarding Your use of the hosting service. You may only use the Workspace ONE Access cloud service feature with virtual desktops and applications powered by VMware Horizon.

The Workspace ONE Access cloud service feature validates that You have an active license to the VMware Horizon Subscription bundle. If the Workspace ONE Access cloud service feature validates that You do not have an active license to the VMware Horizon Subscription bundle, You must not and will not be able to access virtual desktops and applications powered by VMware Horizon.

You acknowledge that the Software includes VMware Verify, VMware's multi-factor authentication solution included in the Workspace ONE Access cloud service feature that is powered by a third-party service provider. If You opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Your personal information, including the name, phone number and email address of individual users.   You are responsible for ensuring Your compliance with applicable laws. VMware, its affiliates and service providers, will use the personal information collected through VMware Verify, to provide the multi-factor authentication service. 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 or service providers maintain facilities.

VMware Workspace ONE Self-Service Application Catalog

Your license to use the VMware Horizon Subscription bundle includes an entitlement to use the VMware Workspace ONE Self-Service Application Catalog feature. You may only use the VMware Workspace ONE Self-Service Application Catalog feature with virtual desktops and applications powered by VMware Horizon, Citrix XenApp or Citrix XenDesktop.

VMware Cloud Connector

Your license to use the VMware Horizon Subscription bundle includes an entitlement to use the VMware Cloud Connector. You may only use the VMware Cloud Connector with the VMware Horizon Subscription bundle.

7. CLOUD APPLICATION PLATFORM

7.1 VMware vFabric Postgres

Definitions

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

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

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.

7.2 VMware vRealize Hyperic

Definitions

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

License Notes

You may install and use the Software on 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.

8. IT SERVICE MANAGER

8.1 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.

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. VMWARE IT BUSINESS MANAGEMENT

9.1 VMware vRealize Business for Cloud Advanced Edition

Definitions

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

License Notes

VMware vRealize Business for Cloud Advanced Edition
You may use the Software for up to the number of Operating Systems Instances or Processor (subject to the Processor Restriction detailed in Section 1.5) for which You have paid the applicable license fees.

If You received the Software as part of Your subscription to VMware vRealize Business Advanced or Enterprise, You may not deploy the Software after the term of Your subscription to VMware vRealize Business Advanced or Enterprise has expired. Upon such expiration, You must destroy all copies of the Software received as part of such subscription.

vRealize Reference Database

At any time, You may choose to refresh Your reference database. By refreshing Your reference database, You agree that VMware may collect anonymized and aggregated technical data about Your vRealize Business environment in accordance with the vRealize Business Reference Data Administration Guide available at https://www.vmware.com/pdf/itbms-ReferenceDataAdminGuide.pdf.   Data collected may include, for example, server make, model and configuration information; details about Your vCenter infrastructure and cost values manually inserted into the user interface by Your Users. Collected data will be used by VMware for product development and improvement purposes and the enhancement of the reference data used by vRealize Business customers.

9.2 VMware vRealize Business Enterprise Edition

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 this EULA.

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 the purposes of Your Order of the Software, the definition of "Named User" also includes a "User" as may be referenced in Your Order. You are entitled to an unlimited number of "Read Only Users," who will have only read rights to the Software. You are also entitled to an unlimited number of licenses to vRealize Business for Cloud Advanced edition.

11. TELECOMMUNICATION SOLUTIONS

11.1 VMware Smart Assurance

Definitions

"**Device**" means any server, storage hardware, networking hardware or cloud appliance managed by the Software.

License Notes

You may use the Software for up to the number of Devices for which You have paid the applicable license fees. You may only use the features and functionality of the Software set forth in the Documentation, unless You receive written notice from VMware that You may use features or functionality not set forth in the Documentation.

11.2 VMware Smart Experience

License Notes

You may use the Software for up to the number of Cores for which You have paid the applicable license fees. You may only use the features and functionality of the Software set forth in the Documentation, unless You receive written notice from VMware that You may use features or functionality not set forth in the Documentation.

11.3 VMware Telco Cloud Automation

Definitions

"**Cluster**" means a software grouping of Servers running vSphere for the purpose of resource sharing.

General License Notes for VMware Telco Cloud Automation

You may use the Software for up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction in Section 1.5.

You may use the VMware Telco Cloud Automation software to automate the life cycle of NFV Applications as a service to third parties via an internal or external network. An 'NFV Application' is a network function virtualized server application that primarily facilitates the processing, flow or manipulation of network packets within Your telecommunications core network but cannot be accessed by the end users of Your telecommunications products and services.

If You have an active support and subscription contract for Carrier Grade Support, VMware Telco Cloud Automation includes products with specific versions that have been validated against a reference architecture to maintain Carrier Grade Support. Those product versions might not be the latest available version of that product. You will not upgrade or downgrade to product versions that are different from the versions included in the VMware Telco Cloud Automation bundle. Further, You will not install any published patches for products in the VMware Telco Cloud Automation bundle unless VMware has confirmed that the applicable patch is allowed as part of the VMware Telco Cloud Automation bundle. Nothing in this paragraph will be interpreted to be a warranty of any kind.

VMware Telco Cloud Manager

Your license to VMware Telco Cloud Automation includes a license to VMware Telco Cloud Manager. You may use VMware Telco Cloud Manager for up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction in Section 1.5. If you use VMware Telco Cloud Manager to

manage any Processor on a Cluster, you must purchase a license for all the Processors on the Cluster. A Processors is considered under VMware Telco Cloud Manager management if a new VNF Instance is provisioned under the G-VNFM module or chained to the network service (NS) from an existing S-VNFM connection.

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.

VMware HCX for Telco Cloud

Your license to VMware Telco Cloud Automation includes a license to VMware HCX-TC. You may use VMware HCX-TC for up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction in Section 1.5. All host Processors under management of Telco Cloud Automation must be licensed with VMware HCX-TC. You are entitled to connect up to ten simultaneous source vCenters to the VMware HCX destination environment. For each HCX-TC SKU, you are entitled migrate up to 15 Virtual Machines for each per-Processor license. If at any time You cease to be current on VMware Support and Subscription Services for the Software, your use of HCX-TC may not receive the updates necessary to continue to function.

12. VMWARE FREE SOFTWARE AND TOOLS

12.1 VMmark

Definitions

"Template" means (i) a master copy of a virtual machine that can be used to create clones; and (ii) any programs, scripts, configuration files, and other components contained within the master copy of a virtual machine.

"**Update**" means a modification, error correction, bug fix, new release, or other update to or for the Software.

"VMmark Software" means the VMmark Template that You acquire a license to from VMware and any Updates that VMware provides for the VMmark Template or for any component within it.

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

"VMmark Run and Reporting Rules" means a set of rules that define how to correctly measure and report performance using the VMmark benchmark. These rules are available at: https://www.vmware.com/products/vmmark.html

License Notes

Notwithstanding anything to the contrary in the EULA, the following terms apply to Your use of the VMmark Software:

License Agreement. If You use the VMmark Software, the terms in this Section 12 (VMware Free Software and Tools) of the Product Guide will govern the use of the VMmark Software and control over any conflicting provisions in the EULA. The term "Software" in the EULA includes VMmark Software in all provisions of the EULA that are not in conflict with the VMware Free Software section of the Product Guide.

Limited License Grant. VMware grants to You a non-exclusive, non-transferable license (without the right to sublicense) to use the VMmark Software in accordance with the VMmark Documentation and solely for the purpose of conducting performance testing and benchmarking studies. The VMmark Documentation must only be used in support of Your authorized use of the VMmark Software.

Free Software License Terms. VMmark Software is provided: (i) free of charge; (ii) without support; and (iii) "AS-IS" without indemnification, condition or warranty of any kind. The aggregate liability (excluding indirect damages, for which VMware expressly disclaims all liability) of VMware, and its affiliates and suppliers, for any claim arising from Your use of the VMmark Software will not exceed the license fees, if any, paid by You for the VMmark Software licensed to You under the EULA. VMware may modify or terminate Your license to the VMmark Software at any time.

Confidentiality. You must comply with Section 11 (Confidential Information) of the EULA. Confidential Information also includes VMmark Software, VMmark Documentation, VMmark Updates, information relating to VMware products, product roadmaps, and other technical, business, financial, and product development plans, forecasts and strategies.

Benchmarking. You may use the VMmark Software only for conducting testing and benchmarking studies and only as described in the VMmark Documentation (including the VMmark User's Guide and the VMmark Run and Reporting Rules). You may publish or otherwise distribute the results of such studies to third parties only as permitted in the VMmark Run and Reporting Rules. Any results that are published or distributed to third parties must conform to the VMmark Run and Reporting Rules.

Monitoring. If You monitor the VMmark Software, any resulting information is considered Confidential Information. Neither you nor any third party may use any information resulting from such monitoring to develop new products or services.

License Restrictions. You must not copy or use the VMmark Software (including the VMmark Documentation) or disseminate Confidential Information to any third party except as expressly permitted in this EULA. You must not disassemble, reverse engineer, decompile, attempt to derive source code, or reduce to human perceivable form any portion of the VMmark Software. You must not use VMmark Software, VMmark Documentation and/or Confidential Information to develop, manufacture, market, sell, or distribute any product or service. The VMmark Software must not be used for Your product development or any commercial purpose.

12.2 VMware View Planner

Definitions

"Template" means (i) a master copy of a virtual machine that can be used to create clones; and (ii) any programs, scripts, configuration files, and other components contained within the master copy of a virtual machine.

"**Update**" means a modification, error correction, bug fix, new release, or other update to or for the Software.

"View Planner Software" means the View Planner Template that You acquire a license to from VMware and any Updates that VMware provides for the View Planner Template or for any component within it.

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

"View Planner Run and Reporting Rules" means a set of rules, provided by VMware upon written request, that define how to correctly measure and report performance using the View Planner benchmark.

License Notes

Notwithstanding anything to the contrary in the EULA, the following terms apply to Your use of the View Planner Software:

License Agreement. If You use the View Planner Software, the terms in this Section 12 (VMware Free Software and Tools) of the Product Guide will govern the use of the View Planner Software and control over any conflicting provisions in the EULA. The term "Software" in the EULA includes View Planner Software in all provisions of the EULA that are not in conflict with the VMware Free Software section of the Product Guide.

Limited License Grant. VMware grants to You a non-exclusive, non-transferable license (without the right to sublicense) to use the View Planner Software in accordance with the View Planner Documentation and solely for the purpose of conducting performance testing and benchmarking studies. The View Planner Documentation must only be used in support of Your authorized use of the View Planner Software.

Free Software License Terms. View Planner Software is provided: (i) free of charge; (ii) without support; and (iii) "AS-IS" without indemnification, condition or warranty of any kind. The aggregate liability (excluding indirect damages, for which VMware expressly disclaims all liability) of VMware, and its affiliates and suppliers, for any claim arising from Your use of the View Planner Software will not exceed the license fees, if any, paid by You for the View Planner Software licensed to You under the EULA. VMware may modify or terminate Your license to the View Planner Software at any time.

Confidentiality. You must comply with Section 11 (Confidential Information) of the EULA. Confidential Information also includes View Planner Software, View Planner Documentation, View Planner Updates, information relating to VMware products, product roadmaps, and other technical, business, financial and product development plans, forecasts and strategies.

Benchmarking. You may use the View Planner Software only for conducting testing and benchmarking studies and only as described in the View Planner Documentation (including the View Planner User's Guide and the View Planner Run and Reporting Rules). You may publish or otherwise distribute the results of such studies to third parties only as permitted in the View Planner Run and Reporting Rules. Any results that are published or distributed to third parties must conform to the View Planner Run and Reporting Rules.

<u>Monitoring</u>. If You monitor the View Planner Software, any resulting information is considered Confidential Information. Neither you nor any third party may use any information resulting from such monitoring to develop new products or services.

<u>License Restrictions</u>. You must not copy or use the View Planner Software (including the View Planner Documentation) or disseminate Confidential Information to any third party except as expressly permitted in this EULA. You must not disassemble, reverse engineer, decompile, attempt to derive source code, or reduce to human perceivable form any portion of the View Planner Software. You must not use View Planner Software, View Planner Documentation and/or Confidential Information to develop, manufacture, market sell, or distribute any product or service. The View Planner Software must not be used for Your product development or any commercial purpose.

12.3 VMware vCloud Usage Meter

Notwithstanding anything to the contrary in the EULA, the following terms apply to Your use of the VMware vCloud Usage Meter Software:

<u>License Agreement</u>. If You use the VMware vCloud Usage Meter Software, the terms in this Section 12 (VMware Free Software and Tools) of the Product Guide will govern the use of the VMware vCloud Usage Meter Software and control over any conflicting provisions in the EULA. The term "Software" in the EULA includes VMware vCloud Usage Meter in all provisions of the EULA that are not in conflict with the VMware Free Software section of the Product Guide.

<u>Limited License Grant</u>. VMware grants to You a non-exclusive, non-transferable license (without the right to sublicense) to use VMware vCloud Usage Meter in accordance with the Documentation.

<u>Free Software License Terms</u>. VMware vCloud Usage Meter is provided: (i) free of charge; (ii) without support; and (iii) "AS-IS" without indemnification, condition or warranty of any kind. The aggregate liability (excluding indirect damages, for which VMware expressly disclaims all liability) of VMware, and its affiliates and suppliers, for any claim arising from Your use of VMware vCloud Usage Meter will not exceed the license fees, if any, paid by You for VMware vCloud Usage Meter licensed to You under the EULA. VMware may modify or terminate Your license to the VMware vCloud Usage Meter at any time.

13. VMWARE DATA COLLECTION

13.1 VMware Skyline

Definitions

"**Support Services**" means the following support and subscription services offered by VMware for VMware Software: Production Support, Business Critical Support, Mission Critical Support, Healthcare Critical Support, Carrier Grade Support, or Extended Support. "Production Support", "Business Critical Support", "Mission Critical Support", "Healthcare Critical Support", "Carrier Grade Support", and "Extended Support" are each defined in the then current VMware support policies available at https://www.vmware.com/support/policies.html.

License Notes

You may use the Software with VMware Software that has an active contract for Support Services. Upon termination or expiration of Your contract for Support Services:

- Your license to the Software will terminate
- All features and functionalities of the Software will be disabled
- Data collection and data transmission by the Software will cease, and
- Data collected by the Software will not be used by VMware to provide Support Services.

13.2 Customer Experience Improvement Program

VMware's Customer Experience Improvement Program ("**CEIP**") provides VMware with information that enables VMware to improve its on-premise Software, to fix problems, and to advise customers on how best to deploy and use our on-premise Software. As part of the CEIP, VMware regularly collects technical information about Your organization's use of VMware on-premise Software in association with Your organization's VMware license key(s). This information does not personally identify any individual. Depending on the nature of the VMware product or service, the technical information collected consists of all or any of the following data:

i. **Configuration Data** – Technical data about how Your organization has configured VMware products and services and related environment information. Examples of Configuration Data include version information for VMware Software, product environment information, product configuration settings and technical data relating to the devices accessing the on-premise Software.

ii. **Feature Usage Data** – Data about how Your organization uses VMware on-premise Software. Examples of Feature Usage Data include details about which Software features Your organization uses and metrics of user interface activity.

iii. **Performance Data** – Data about the performance of VMware on-premise Software. Examples of Performance Data include metrics of the performance and scale of VMware on-premise Software, response times for user interfaces, and details about Your API calls.

For more details about CEIP, and how VMware uses the information it collects through CEIP, please see VMware's Trust and Assurance Center at the following link: http://www.vmware.com/trustvmware. VMware may update this information from time to time to reflect changes in its on-premise Software and how the CEIP operates, including participating on-premise Software. To get the most updated details on CEIP, review the Trust and Assurance Center.

If You prefer not to participate in VMware's CEIP for particular on-prem Software, follow the instructions set forth in the Documentation for that product. For a list of products participating in the CEIP data collection and the link to the product documentation where instructions for participating or not participating are included, please see VMware's Trust and Assurance Center at the following link: http://www.vmware.com/trustvmware.

Legacy data collection

A number of VMware on-premise Software offerings collects certain information about Your environment, as described below, which is not collected in the same way (and subject to the same rules) as the on-premise Software included in the CEIP program described above.

The Software to which this section applies is: VMware Horizon View, some versions of VMware vRealize Log Insight, some versions of VMware vRealize Network Insight, VMware ThinApp and ThinApp Virtualization Packager, some versions of VMware Workstation Pro, some versions of VMware Fusion, some versions of VMware Workstation Player, and VMware Mirage.

Such Software allows Your organization to share technical data about its use of the Software and its environment ("Usage Data") with VMware on a regular basis. Usage Data may be used by VMware for such things as understanding Your organizations business needs better, improving our products and services, analyzing deployment metrics, and providing Your organization with recommendations on how to use VMware products and services. To learn more about our collection of Usage Data, or to change Your preferences in respect to participation in such collection of Usage Data, please see the Documentation for the relevant version of the Software. Usage Data is the property of VMware and its licensors, and such Usage Data 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.

VMware intends over time to have such Software participate in the CEIP, and will notify customers of this by both updating the CEIP Product Table on http://www.vmware.com/trustvmware and amending the list of software above in this Product Guide to which legacy data collection occurs.

14. THIRD-PARTY COMPONENTS & THIRD-PARTY SOFTWARE

Definitions

"**Commercial Features**" means those features of the Oracle components identified in Table 1-1 (Commercial Features In Java SE Product Editions) of the Program Documentation accessible at http://www.oracle.com/technetwork/indexes/documentation/index.html.

14.1 General License Notes applicable to all Software containing certain third-party components

The following provisions apply to all Software containing Oracle components. Oracle requires VMware to notify You of the following provisions:

You acknowledge that Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee cup and Duke ("Java Marks") and agree to (a) comply with the Java Trademark Guidelines at http://www.oracle.com/us/legal/third-partytrademarks/index.html; (b) not do anything harmful to or inconsistent with Oracle's rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by You in any Java Mark.

Enabling the Commercial Features of the Oracle components for any commercial or production purpose requires a separate license from Oracle.

14.2 General License Notes applicable to all Software containing Oracle, Microsoft, Intel, NetApp , Chilkat, Eye Verify, or Kendo components

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE TOTAL LIABILITY CAP OF ORACLE, MICROSOFT, INTEL, NETAPP, CHILKAT, EYE VERIFY, OR KENDO (EACH A "**THIRD PARTY LICENSOR**"), FOR ANY CLAIMS WHATSOEVER RELATING TO OR ARISING OUT OF YOUR USE OF SUCH THIRD PARTY LICENSOR COMPONENTS, EXCEED FIVE DOLLARS (US$5.00), EVEN IF VMWARE OR A THIRD PARTY LICENSOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.3 License Notes applicable to all Software containing Microsoft Security Toolkit

The Security Baseline Components ("SBC") of the Microsoft Security Toolkit are authored by Microsoft and are made available for Your use solely for management of Windows 10 devices. The SBC are provided AS IS and without any warranty of any kind from VMware or Microsoft. More information about the SBC is available at www.micosoft.com.

14.4 General License Notes applicable to all Software containing Proxima Nova components

You must not allow any third party to use the Proxima Nova font files included with the Software on a standalone basis.

14.5 General License Notes applicable to all Software containing Cumulus components

The Cumulus components are not designed, intended, or certified for use in components or systems intended for the operation hazardous systems or applications (e.g. weapons, weapons systems, nuclear installations, means of mass transportation, aviation, life-support computers or equipment (including resuscitation equipment and surgical implants), pollution control, hazardous substances management, or for any other dangerous application) in which the failure of the Cumulus components could create a situation where personal injury or death may occur. You acknowledge and agree that use of the Cumulus components in such applications is fully at Your own risk and

neither Cumulus or VMware accepts any liability whatsoever arising from or relating to use of the Cumulus components in such applications.

14.6 Terms applicable to third party software products

When You purchase any of the following third party software from VMware, the following standard terms for that third party software apply to that software:

Blue Medora terms: http://www.bluemedora.com/EULA/

Digital Fuel terms: http://digitalfuel.com/license-agreement/

HyTrust terms: http://www.hytrust.com/terms/

Pivotal terms: https://network.pivotal.io/legal_documents/pivotal_software_eula

Palo Alto Network terms: https://www.paloaltonetworks.com/support/support-policies.html

Rackware: http://www.rackwareinc.com/wp-content/uploads/2015/09/RackWare-EULA-4-1-2015-0610.pdf

15. 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.