

Last updated: July 31, 2015

VMware vCloud® Air™
THIRD PARTY TERMS

These Third Party Terms apply to the Third Party Content identified below that you access through the VMware vCloud Air Service Catalog (the “**Catalog**”) or that VMware otherwise makes available with the Service Offering. These Third Party Terms are subject to the applicable Terms of Service (the “**Terms of Service**”) for the Service Offering. Any capitalized terms used but not defined in these Third Party Terms will have the meanings given to them in the Terms of Service. Some third party products made available in the Catalog are subject to separate terms that will be presented to you within the Catalog.

By purchasing, downloading or deploying any of the Third Party Content, you agree to be bound by the applicable terms for that Third Party Content. If you do not agree to be bound by any of the applicable terms for the Third Party Content, then you must not use that Third Party Content.

1. MICROSOFT APPLICATIONS

“**Product(s)**” means any Microsoft product licensed by you through the Catalog.

“**Software Services**” means services that VMware provides to you that make available, display, run, access, or otherwise interact, directly or indirectly, with the Products. Software Services exclude any services involving installation of a Product directly on any of your devices to permit you to interact with the Product.

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

General License Notes for All Microsoft Applications

You must not copy or use any Products anywhere other than on Virtual Machines within the VMware vCloud Air environment. For example, your employee must not copy any Product to their personal computer or to a server operated by you.

You must not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Products.

You must not reverse engineer, decompile, or disassemble the Products, except to the extent that such activity is expressly permitted by applicable law.

To the extent permitted by applicable law, Microsoft disclaims all warranties and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Software Services.

VMware, or a third party on VMware's behalf (and not Microsoft or its suppliers) will provide technical support for the Software Services.

Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You are not authorized to use the Products in any application or situation where their failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("**High Risk Use**"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of Products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

If you choose to use Microsoft License Mobility through Software Assurance (the "Program") for the licenses required to use Products with the Service Offering, you are solely responsible for complying with the Program requirements described at <http://www.vmware.com/files/pdf/vcloud-air/Bring-Your-Own-Microsoft-License-Whitepaper.pdf>, including license verification from Microsoft. If Microsoft rejects your license verification request, or VMware determines that you may not be complying with the Program requirements, you agree that you may be required to pay VMware for your use of the Products or VMware may terminate your use of the Products and the Service Offering.

2. GOOGLE SERVICES

If you choose to use any of the Google service offerings offered and provided through VMware vCloud Air ("**Google Services**"), then you agree that the following terms and conditions will govern your use of the Google Service(s):

- a. **Acceptable Use Policy:** Found here: <https://cloud.google.com/cloud/terms/aup>;
- b. **Service Specific Terms:** Found here: <https://cloud.google.com/cloud/terms/service-terms>; and
- c. **Use Restrictions:** You will not, and will not authorize any of your affiliates or customers to: (i) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of the Google Services or any component of the Google Services (except to the extent this restriction is expressly prohibited by applicable law); (ii) use the Google Services for your activities in which failure of the Google Services, or your misuse or usage error of the Google Services, could lead to death, personal injury, or environmental damage; (iii) use the Google Services to create, train, or improve (directly or indirectly) a substantially similar product or service to the Google Services, including any other machine translation engine; (iv)

create multiple applications, accounts or projects in the Google Services to simulate or act as a single application, account or project (respectively) or otherwise access the Google Services in a manner intended to avoid incurring fees in connection with your use of the Google Services; (v) process or store any of Your Content, data, or information in the Google Services that is subject to the International Traffic in Arms Regulations maintained by the Department of State; or (vi) use the Google Services to operate or enable the transmission-specific functionality or feature of telecommunications services, i.e. the calling or receiving call functionality or feature based on any public switched telephone network.

You consent and agree that Google may review Your Content or any other information that you or your end customers provide, transmit, or display through the applicable Google Service if Google believes that your use of that Google Service violates the Acceptable Use Policy referenced above. You are also responsible for procuring any third party consents necessary for Google to review Your Content or any other information that you or your end customers provide in connection with your use of the applicable Google Service.