



VMWARE PRODUCT GUIDE

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1. TERMS APPLICABLE TO ALL PRODUCTS

The terms set forth in this VMware Product Guide (“**Product Guide**”) apply to any VMware Software that Customer (“**Customer**”) licenses under the VMware General Terms and Software Exhibit, available at www.vmware.com/agreements or other software license agreement that references this Product Guide (“**License Agreement**”).

1.1 Definitions

“**Cloud Services Exhibit**” means the Cloud Services Exhibit to the VMware General Terms available at www.vmware.com/agreements. If Customer is licensing the Software subject to an agreement other than the VMware General Terms, “Cloud Services Exhibit” means the VMware General Terms and the Cloud Services Exhibit to the VMware General Terms available at www.vmware.com/agreements.

“**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.

“**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 Customer or Customer’s users, but does not include account information, or usage data.

“**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 uses the term “vCPU”, Microsoft Azure uses the term “Core” or “vCPU”, Google Cloud Platform uses the term “Virtual CPU”, and Heroku uses the term “Compute”). In cases where Hyperthreading is not enabled, one (1) vCPU is recognized as one Core. In cases where Hyperthreading is enabled, two (2) vCPUs are recognized as one Core.

“**Data Processing Addendum**” means the then-current version of the VMware Data Processing Addendum, found at www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-data-processing-addendum.pdf. For the purposes of the Data Processing Addendum, the term “Services” will also include any service involved in using VMware Software.

“**Desktop Virtual Machine**” is a hosted Virtual Machine with one of the following operating systems (as detailed in the Documentation or product pages for specific versions of the Software): Microsoft Windows Vista, Microsoft Windows 7, Microsoft Windows 8, Microsoft Windows 10, Microsoft Windows Server, or Linux.

“**Documentation**” means that documentation that is generally provided to Customer 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.

“**Guest Operating Systems**” means instances of third-party operating systems licensed by Customer, installed in a Virtual Machine, and run using the Software.

“**Hyperthread**” means a technology by which a single physical core is shared between 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.

“**Personal Data**” means ‘Personal Data’ as defined in the VMware Data Protection Addendum and generally includes information relating to an identified or identifiable natural person contained within Customer’s Content and processed by VMware on behalf of the customer.

“**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.

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

“**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 Customer acquires a license under an ordering document accepted by VMware, together with any software code relating to the foregoing that is provided to Customer pursuant to a support and subscription service contract and that is not subject to a separate license agreement.

“**Sub-processor**” means other companies or VMware affiliates who VMware engages to process Personal Data on its behalf.

“**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 Customer is 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 Applicable Version of Product Guide

The version of the Product Guide published at www.vmware.com/agreements on the date that VMware accepts Customer’s Order for Software applies to the version of Software in Customer’s Order. VMware may provide Customer with Maintenance Releases, Minor Releases or Major Releases under a support and subscription contract. If Customer installs a release that VMware provides to Customer, then the version of the Product Guide published at www.vmware.com/agreements on the date that Customer installs the release applies to that release. “Maintenance Release”, “Minor Release”, and “Major Release” are each defined in the VMware Support Services Guide available at www.vmware.com/agreements.

1.3 License Term

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

1.4 Processor Restriction

For any Software Customer licenses 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 than thirty-two (32) Physical Cores, one (1) additional Software license is required for every additional thirty-two (32) Physical Cores in the Processor.

1.5 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 licensed 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 8 (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 Customer or by Customer’s authorized individual users.

For all Software described in Section 6 (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 described in Section 3.13 (VMware SD-WAN) and 3.14 (VMware Edge Network Insight), the territorial restrictions in the applicable End User License Agreement do not apply Software that Customer receives that is incidental to Customer’s use of Devices; provided, however, that Customer may only use the Device in the Territory as permitted under the Equipment Terms (as defined below).

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

The United Kingdom. If the Territory for Customer’s Software includes any of the European Economic Area member states or the United Kingdom, Customer may deploy that Software throughout the European Economic Area and the United Kingdom.

1.6 Migration Licenses

If Customer receives a license to the Software for the purposes of migrating Software to new hardware or data centers or for migrating Software to an updated version (each license, a “Migration License”), Customer’s use of the Software is only permitted for the purposes of changing or upgrading hardware, migrating Customer’s data centers, or migrating to a new version of Software. Customer’s use of a Migration License is only permitted for the period limited by the License Key. Notwithstanding any other provision in the License Agreement, Migration Licenses of the Software are provided “AS-IS” without indemnification, support, or warranty of any kind, express or implied.

1.7 Data Processing, Collection, and Usage

Some VMware Software allows Customer’s 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 (VMware Data Collection) of this Product Guide for further details.

In connection with the provision of certain VMware Software, VMware may use Sub-processors to process Personal Data on its behalf. The majority of VMware Software does not use Sub-processors. If a VMware product or service uses a Sub-processor, that information will be detailed in the applicable license notes for the Software offering below. Further, the VMware affiliates which may also act as Sub-processors in the processing of Personal Data are identified.

Where Personal Data (as defined in the Data Processing Addendum) is processed by VMware and these other companies on behalf of the customer in the provision of the Software, the VMware Data Protection Addendum will apply. VMware has adequate data transfer mechanisms in place with each Sub-processor as set forth in the Data Processing Addendum.

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 13 of this Product Guide for further details.

1.9 Product Feedback

Customer 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 will 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.

1.9 VCF Transitory Note

As of December 13, 2023, any purchase of an offering called “VMware Cloud Foundation” refers to the Software described in Section 2.4 and not any other bundles or offerings formerly provided by VMware (unless the Order specifically mentions a previous offering with the same or similar name as described in Section 7 of this Product Guide).

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 Customer's specific order form for complete product information.

NETWORK AND APP SECURITY BUNDLE FOR VMWARE CLOUD FOUNDATION
VMware NSX Advanced Threat Prevention, VMware Avi Load Balancer
OPERATIONS MANAGER
Platform Automation Tools, Backup and Restore, App Metrics, Metric Store (6 weeks), Healthwatch, Event Alerts, VMware Tanzu Infrastructure Service Brokers: VMware Tanzu Service Broker for AWS, Azure Service Broker for VMware Tanzu, GCP Service Broker for VMware Tanzu, Add-Ons For VMware Tanzu: Ipsec, File Integrity Monitoring, Anti-Virus, Compliance Scanner
PIVOTAL APP SUITE
VMware tc Server, VMware Tanzu RabbitMQ
PIVOTAL SERVICES SUITE
VMware Tanzu SQL with MySQL for Tanzu Application Service, VMware Tanzu Redis for Tanzu Application Service, VMware RabbitMQ for Tanzu Application Service, VMware Postgres for VMware Tanzu Application Service
PIVOTAL DATA SUITE
Pivotal Greenplum, Pivotal Gemfire, MySQL For VMware Tanzu, OSS Support for Spring Cloud Data Flow, VMware Postgres
SERVER SAN SUITE
VMware vSAN Advanced and EMC ScaleIO
VMWARE ADVANCED SECURITY FOR CLOUD FOUNDATION
VMware NSX Advanced Threat Prevention, VMware Avi Load Balancer, VMware Carbon Black Cloud Workload Advanced
VMWARE CLOUD FOUNDATION
VMware Cloud Foundation Standard: VMware SDDC Manager for vSAN, VMware NSX Advanced, VMware vSAN Advanced, VMware vSphere Enterprise Plus
VMware Cloud Foundation Advanced: VMware SDDC Manager for vSAN, VMware Aria Suite Enterprise, VMware Aria Operations for Networks Advanced, VMware NSX Advanced, VMware vSAN Advanced, VMware vSphere Enterprise Plus
VMware Cloud Foundation Enterprise: VMware SDDC Manager for vSAN, VMware Aria Suite Enterprise, VMware Aria Operations for Networks Enterprise Add-on to VMware NSX Enterprise Plus, VMware NSX Enterprise Plus, VMware vSAN Enterprise, VMware vSphere Enterprise Plus
VMware Cloud Foundation Standard for External Storage: VMware SDDC Manager, VMware NSX Advanced, VMware vSphere Enterprise Plus
VMware Cloud Foundation Advanced for External Storage: VMware SDDC Manager, VMware Aria Suite Enterprise, VMware Aria Operations for Networks Advanced, VMware NSX Advanced, VMware vSphere Enterprise Plus
VMware Cloud Foundation Enterprise for External Storage: VMware SDDC Manager, VMware Aria Suite Enterprise, VMware Aria Operations for Networks Enterprise Add-on to VMware NSX Enterprise Plus, VMware NSX Enterprise Plus, VMware vSphere Enterprise Plus
VMware Cloud Foundation Starter: VMware SDDC Manager for vSAN, VMware Aria Suite Standard, VMware Aria Operations for Networks Advanced, VMware NSX Advanced, VMware vSAN Advanced, VMware vSphere Enterprise Plus
VMware Cloud Foundation for Virtual Desktop Infrastructure: VMware SDDC Manager, VMware NSX Advanced, and VMware Horizon Enterprise

VMWARE CLOUD FOUNDATION SUBSCRIPTION (Per Processor)
VMware SDDC Manager for vSAN, VMware Aria Cloud Universal Enterprise, VMware Aria Operations for Networks Enterprise Add-on to VMware NSX Enterprise Plus, VMware NSX Enterprise Plus, VMware vSAN Enterprise, VMware vSphere Enterprise Plus, VMware Tanzu Standard
VMWARE CLOUD FOUNDATION SUBSCRIPTION (Per Core)
VMware Cloud Foundation Subscription (Per Core) Standard with Tanzu Standard: VMware SDDC Manager for vSAN, VMware NSX Advanced, VMware vSAN Advanced, VMware vSphere Enterprise Plus with Kubernetes, VMware Tanzu Kubernetes Grid, VMware vCenter Server Standard
VMware Cloud Foundation Subscription (Per Core) Advanced with Tanzu Standard: VMware SDDC Manager for vSAN, VMware Aria Suite Enterprise, VMware Aria Operations for Networks Advanced, VMware NSX Advanced, VMware vSAN Advanced, VMware vSphere Enterprise Plus with Kubernetes, VMware Tanzu Kubernetes Grid, VMware vCenter Server Standard
VMware Cloud Foundation Subscription (Per Core) Enterprise with Tanzu Standard: VMware SDDC Manager for vSAN, VMware Aria Suite Enterprise, VMware Aria Operations for Networks Enterprise Add-on to VMware NSX Enterprise Plus, VMware NSX Enterprise Plus, VMware vSAN Enterprise, VMware vSphere Enterprise Plus with Kubernetes, VMware Tanzu Kubernetes Grid, VMware vCenter Server Standard
VMware Cloud Foundation Subscription (Per Core) Standard for External Storage with Tanzu Standard: VMware SDDC Manager, VMware NSX Advanced, VMware vSphere Enterprise Plus with Kubernetes, VMware Tanzu Kubernetes Grid, VMware vCenter Server Standard
VMware Cloud Foundation Subscription (Per Core) Advanced for External Storage with Tanzu Standard: VMware SDDC Manager, VMware Aria Suite Enterprise, VMware Aria Operations for Networks Advanced, VMware NSX Advanced, VMware vSphere Enterprise Plus with Kubernetes, VMware Tanzu Kubernetes Grid, VMware vCenter Server Standard
VMware Cloud Foundation Subscription (Per Core) Enterprise for External Storage with Tanzu Standard: VMware SDDC Manager, VMware Aria Suite Enterprise, VMware Aria Operations for Networks Enterprise Add-on to VMware NSX Enterprise Plus, VMware NSX Enterprise Plus, VMware vSphere Enterprise Plus with Kubernetes, VMware Tanzu Kubernetes Grid, VMware vCenter Server Standard
VMware Cloud Foundation Subscription (Per Core) Starter: VMware SDDC Manager for vSAN, VMware Aria Suite Standard, VMware Aria Operations for Networks Advanced, VMware NSX Advanced, VMware vSAN Advanced, VMware vSphere Enterprise Plus, VMware vCenter Server Standard
VMWARE CLOUD FOUNDATION WITH TANZU STANDARD
VMware Cloud Foundation Standard with Tanzu Standard: VMware SDDC Manager for vSAN, VMware NSX Advanced, VMware vSAN Advanced, VMware vSphere Enterprise Plus with Kubernetes, VMware Tanzu Standard
VMware Cloud Foundation Advanced with Tanzu Standard: VMware SDDC Manager for vSAN, VMware Aria Suite Enterprise, VMware Aria Operations for Networks Advanced, VMware NSX Advanced, VMware vSAN Advanced, VMware vSphere Enterprise Plus with Kubernetes, VMware Tanzu Standard
VMware Cloud Foundation Enterprise with Tanzu Standard: VMware SDDC Manager for vSAN, VMware Aria Suite Enterprise, VMware Aria Operations for Networks Enterprise Add-on to VMware NSX Enterprise Plus, VMware NSX Enterprise Plus, VMware vSAN Enterprise, VMware vSphere Enterprise Plus with Kubernetes, VMware Tanzu Standard
VMware Cloud Foundation Standard for External Storage with Tanzu Standard: VMware SDDC Manager, VMware NSX Advanced, VMware vSphere Enterprise Plus with Kubernetes, VMware Tanzu Standard
VMware Cloud Foundation Advanced for External Storage with Tanzu Standard: VMware SDDC Manager, VMware Aria Suite Enterprise, VMware Aria Operations for Networks Advanced, VMware NSX Advanced, VMware vSphere Enterprise Plus with Kubernetes, VMware Tanzu Standard
VMware Cloud Foundation Enterprise for External Storage with Tanzu Standard: VMware SDDC Manager, VMware Aria Suite Enterprise, VMware Aria Operations for Networks Enterprise Add-on to VMware NSX Enterprise Plus, VMware NSX Enterprise Plus, VMware vSphere Enterprise Plus with Kubernetes, VMware Tanzu Standard

VMWARE CLOUD PACKS
VMware Compute with Advanced Automation: vSphere Enterprise Plus, vCenter Server Standard, Tanzu Kubernetes Grid, vRealize Suite Advanced
VMware HCI: vSphere Enterprise Plus, vSphere Standard, Tanzu Kubernetes Grid, vRealize Suite Standard, vSAN Advanced
VMware HCI with Advanced Automation: vSphere Enterprise Plus, vSphere Standard, Tanzu Kubernetes Grid, vRealize Suite Advanced, vSAN Advanced
VMware Cloud Foundation: vSphere Enterprise Plus, vSphere Standard, Tanzu Kubernetes Grid, vRealize Suite Enterprise, vSAN Enterprise, NSX Enterprise Plus, vRelaize Network Insight Enterprise, SDDC Manager for vSAN
VMWARE EDGE COMPUTE STACK
VMware vSphere Desktop Standard, VMware Tanzu Mission Control Advanced, VMware vSphere Edge, VMware vSAN Standard for Edge, VMware vSphere Edge
VMWARE HORIZON ADVANCED EDITION/ VMWARE HORIZON TERM ADVANCED EDITION
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon Advanced (binary), VMware Workspace ONE Access, VMware Unified Access Gateway, VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware Workstation Pro, VMware Horizon Virtualization Pack for Skype for Business, and VMware Horizon Virtualization Pack for Microsoft Teams, Dynamic Environment Manager Standard, Horizon Apps Standard (binary), VMware vSAN Advanced for Desktop (for VMware Horizon Term Advanced only)
VMWARE HORIZON APPS UNIVERSAL SUBSCRIPTION
VMware vSphere Desktop, VMware vCenter Server, VMware Workspace ONE Access, VMware Horizon Apps Advanced (binary), VMware Unified Access Gateway, VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware Workstation Pro, VMware Dynamic Environment Manager, Help Desk Tool, VMware Horizon Virtualization Pack for Skype for Business, VMware Horizon Virtualization Pack for Microsoft Teams, and VMware App Volumes Enterprise (binary), Dynamic Environment Manager Enterprise
VMWARE HORIZON APPS STANDARD SUBSCRIPTION
VMware Horizon Apps Standard (binary), VMware Unified Access Gateway, VMware Workspace ONE Access, VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware Workstation Pro, and VMware Dynamic Environment Manager Enterprise
VMWARE HORIZON APPS STANDARD
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon Apps Standard (binary), VMware Unified Access Gateway, VMware Workspace ONE Access, VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware Workstation Pro, and VMware Dynamic Environment Manager Enterprise
VMWARE HORIZON APPS ADVANCED
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon Apps Advanced (binary), VMware Unified Access Gateway, VMware Workspace ONE Access, VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware Workstation Pro, VMware Dynamic Environment Manager Enterprise, VMware Help Desk Tool, VMware Horizon Virtualization Pack for Skype for Business, VMware Horizon Virtualization Pack for Microsoft Teams and VMware App Volumes Enterprise (binary)
VMWARE HORIZON ENTERPRISE EDITION/ VMWARE HORIZON TERM ENTERPRISE EDITION
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon Enterprise (binary), VMware Unified Access Gateway, VMware Workspace ONE Access, VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware App Volumes Enterprise (binary), VMware Workstation Pro, VMware Dynamic Environment Manager Enterprise, VMware Help Desk Tool, VMware Horizon Virtualization Pack for Skype for Business, VMware Horizon Virtualization Pack for Microsoft Teams, VMware Session Collaboration, VMware Horizon for Linux, VMware vSAN Advanced for Desktop (for VMware Horizon Term Enterprise only)
VMWARE HORIZON ENTERPRISE PLUS SUBSCRIPTION EDITION

VMware vSphere Desktop, VMware vCenter Server, VMware Horizon Enterprise (binary), VMware Unified Access Gateway, VMware App Volumes Enterprise (binary), VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware Workstation Pro, VMware Dynamic Environment Manager Enterprise, VMware Help Desk Tool, VMware Horizon Virtualization Pack for Skype for Business, VMware Horizon Virtualization Pack for Microsoft Teams, VMware Cloud Connector, VMware Horizon for Linux, VMware vSAN Advanced for Desktop, VMware Workspace ONE Access Cloud
VMWARE HORIZON 7 ENTERPRISE TERM 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 Advanced for Desktop, Aria Operations for Horizon, Aria 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 UNIVERSAL SUBSCRIPTION
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon Enterprise (binary), VMware Unified Access Gateway, VMware Workspace ONE Access, VMware App Volumes Enterprise (binary), VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware Workstation Pro, VMware Dynamic Environment Manager Enterprise, VMware Help Desk Tool, VMware Horizon Virtualization Pack for Skype for Business, VMware Horizon Virtualization Pack for Microsoft Teams, VMware Session Collaboration, VMware Cloud Connector, VMware Horizon for Linux, VMware vSAN Advanced for Desktop
VMWARE HORIZON STANDARD SUBSCRIPTION
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon Standard (binary), VMware Unified Access Gateway, VMware Workspace ONE Access, VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware Workstation Pro, VMware Dynamic Environment Manager Standard, VMware Help Desk Tool, VMware Horizon Virtualization Pack for Skype for Business, VMware Horizon Virtualization Pack for Microsoft Teams, VMware Cloud Connector
VMWARE HORIZON STANDARD PLUS SUBSCRIPTION EDITION
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon Standard (binary), VMware Unified Access Gateway, VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware Workstation Pro, VMware Dynamic Environment Manager Standard, VMware Help Desk Tool, VMware Horizon Virtualization Pack for Skype for Business, VMware Horizon Virtualization Pack for Microsoft Teams, VMware Cloud Connector, VMware Workspace ONE Access Cloud
VMWARE HORIZON STANDARD EDITION/ VMWARE HORIZON TERM STANDARD EDITION
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon Standard (binary), VMware Unified Access Gateway, VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware Workstation Pro, Dynamic Environment Manager Standard
VMWARE HORIZON VIEW ENTERPRISE
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon View Enterprise Add-on (binary)
VMWARE HYPER-CONVERGED INFRASTRUCTURE KITS
VMware Hyper-Converged Infrastructure Kit Essentials Edition: VMware vSphere Essentials Plus Kit, VMware vSAN Standard Edition, VMware 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 Edition, VMware Aria Operations Advanced

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 MODERN APP CONNECTIVITY ENTERPRISE
VMware Tanzu Service Mesh Enterprise, VMware Avi Load Balancer Enterprise
VMWARE MODERN APP CONNECTIVITY ENTERPRISE PLUS
VMware Tanzu Service Mesh Enterprise, VMware Avi Load Balancer Enterprise, Container Networking Enterprise with Antrea
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®, VMware tc Server, OSS Support for Apache Tomcat, OSS Support for Steeltoe, Isolation Segment, Single Sign-On (Does Not Count Towards The Number Of Licensed AIs), App Autoscaler, Credhub Service Broker, Scheduler, Cloud Service Broker, VMware Spring Runtime
VMWARE TANZU DATA SERVICES PACK
VMware Tanzu RabbitMQ for VMs, VMware Tanzu RabbitMQ for Kubernetes, VMware Tanzu GemFire, VMware Tanzu SQL
VMWARE TANZU FOR KUBERNETES OPERATIONS
VMware Tanzu Kubernetes Grid, VMware Container Networking with Antrea for Tanzu Advanced, Tanzu Service Mesh Advanced, VMware Tanzu Mission Control, Tanzu Observability
VMWARE TANZU KUBERNETES GRID INTEGRATED EDITION
VMware Tanzu Kubernetes Grid Integrated Edition, VMware NSX-T Data Center Advanced Edition, VMware Harbor Container Registry for PCF, Operations Manager, OSS Support for Velero
VMWARE TANZU STANDARD
VMware vSphere with Tanzu, VMware Tanzu Kubernetes Grid (including OSS Support for all components delivered with VMware Tanzu Kubernetes Grid including, but not limited to Velero, Contour, Prometheus, Grafana, and Fluentbit), Application-focused Management, vSphere Pod service, Storage service, Network service, Registry service, Tanzu Observability for Tanzu Standard, Tanzu Mission Control Standard, Application Transformer for VMware Tanzu, Service Installer for VMware Tanzu
VMWARE TANZU KUBERNETES GRID
VMware vSphere with Tanzu, VMware Tanzu Kubernetes Grid (including OSS Support for all components delivered with VMware Tanzu Kubernetes Grid including, but not limited to Velero, Contour, Prometheus, Grafana, and Fluentbit), Application-focused Management, vSphere Pod service, Storage service, Network service, Registry service, Tanzu Observability for Tanzu Standard, Application Transformer for VMware Tanzu, Service Installer for VMware Tanzu
VMWARE TANZU STANDARD FOR TELCO
VMware vSphere with Tanzu, VMware Tanzu Kubernetes Grid (including OSS Support for all components delivered with VMware Tanzu Kubernetes Grid including, but not limited to Velero, Contour, Prometheus, Grafana, and Fluentbit), Application-focused Management, vSphere Pod service, Storage service, Network service, Registry service, Tanzu Observability for Tanzu Standard
VMWARE TELCO CLOUD INFRASTRUCTURE - CLOUD DIRECTOR
VMware vSphere Enterprise Plus, VMware NSX Advanced, VMware Aria Suite Standard, VMware Cloud Director, VMware vSAN Standard

VMWARE TELCO CLOUD INFRASTRUCTURE - OPENSTACK
VMware vSphere Enterprise Plus, VMware NSX Advanced, VMware Aria Suite Standard, VMware Integrated OpenStack, VMware vSAN Standard
VMWARE TELCO CLOUD PLATFORM
VMware vSphere Enterprise Plus, VMware NSX Advanced, VMware Telco Cloud Automation, VMware Tanzu Standard for Telco
VMWARE TELCO CLOUD PLATFORM RAN
VMware vSphere Enterprise Plus, VMware Telco Cloud Automation RAN, VMware Tanzu Basic, Prometheus, Contour
VMWARE THINAPP SUITE
ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation Pro
VMWARE VCLOUD NFV
VMware vCloud Director for Service Providers, VMware Aria Operations for Logs, VMware vSphere with Operations Management Enterprise Plus, VMware vSAN Standard, VMware Aria 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 Aria Operations Management Advanced Add-on for vSphere with Operations Management, VMware Aria Operations for Logs, and VMware vSAN Standard
VMWARE VCLOUD SUITE (Per Processor)
VMware vCloud Suite Standard: VMware vSphere Enterprise Plus for vCloud Suite and VMware Aria Suite Standard
VMware vCloud Suite Advanced: VMware vSphere Enterprise Plus for vCloud Suite and VMware Aria Suite Advanced
VMware vCloud Suite Enterprise: VMware vSphere Enterprise Plus for vCloud Suite and VMware Aria Suite Enterprise
VMWARE VCLOUD SUITE (Per Core)
VMware vCloud Suite Standard: VMware vSphere Enterprise Plus for vCloud Suite (Term) and VMware Aria Suite Standard (Per Core)
VMware vCloud Suite Advanced: VMware vSphere Enterprise Plus (Term) for vCloud Suite and VMware Aria Suite Advanced (Per Core)
VMware vCloud Suite Enterprise: VMware vSphere Enterprise Plus (Term) for vCloud Suite and VMware Aria Suite Enterprise (Per Core)
VMWARE VCLOUD SUITE SUBSCRIPTION (Per Processor)
VMware vCloud Suite Subscription Standard: VMware vSphere Enterprise Plus for vCloud Suite (term based) and VMware Aria Cloud Universal Standard
VMware vCloud Suite Subscription Advanced: VMware vSphere Enterprise Plus for vCloud Suite (term based) and VMware Aria Cloud Universal Advanced
VMware vCloud Suite Subscription Enterprise: VMware vSphere Enterprise Plus for vCloud Suite (term based) and VMware Aria Cloud Universal Enterprise
VMWARE ARIA SUITE (Per Processor)
VMware Aria Suite Standard: Aria Operations for Logs and Aria Operations Advanced. Application/Public Cloud Monitoring features of Aria Operations Enterprise are available as an add-on purchase.
VMware Aria Suite Advanced: Aria Automation Advanced, Aria Operations for Logs and Aria Operations Advanced. Application/Public Cloud Monitoring features of Aria Operations Enterprise

are available as an add-on purchase.
VMware Aria Suite Enterprise: Aria Automation Enterprise, Aria Operations for Logs and Aria Operations Enterprise
VMWARE ARIA SUITE (Per Core)
VMware Aria Suite Standard: Aria Operations for Logs and Aria Operations Advanced. Application/Public Cloud Monitoring features of Aria Operations Enterprise are available as an add-on purchase.
VMware Aria Suite Advanced: Aria Automation Advanced, Aria Operations for Logs and Aria Operations Advanced. Application/Public Cloud Monitoring features of Aria Operations Enterprise are available as an add-on purchase.
VMware Aria Suite Enterprise: Aria Automation Enterprise, Aria Operations for Logs and Aria Operations Enterprise
VMWARE ARIA OPERATIONS
VMware Aria Operations for IBM Power Systems (Small): VMware Aria Operations Standard and VMware True Visibility Management Pack for IBM Power systems
VMware Aria Operations for IBM Power Systems (Medium): VMware Aria Operations Advanced and VMware True Visibility Management Pack for IBM Power systems
VMWARE VSPHERE
VMware vSphere Essentials Starter Kit: VMware vCenter Server Essentials and VMware vSphere for 1 processor
VMware vSphere Essentials Plus for Retail and Branch Offices, Starter Kit: VMware vCenter Server Essentials and VMware vSphere Essentials Plus for 1 processor
VMWARE VSPHERE WORKLOAD SECURITY
VMware vSphere Enterprise Plus, VMware Carbon Black Cloud Workload
VMWARE WORKSPACE ONE ENTERPRISE PERPETUAL
VMware Workspace ONE Advanced Edition (bundle) and VMware Horizon Enterprise Edition (bundle)

2. VMWARE CLOUD FOUNDATION DIVISION

2.1 VMware vSphere Essentials Plus

Definitions

“Internally Developed Application” means: (i) a computer application that Customer has created or developed, and (ii) a third-party computer application(s) that (a) is ancillary to Customer’s application-based service, and (b) cannot be accessed directly by end users of Customer’s application-based service.

“Third Party Agent” means a third party delivering information technology services to Customer pursuant to a written contract with Customer.

General License Notes

Customer may use the Software on a Server that contains up to the maximum number of Cores for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer’s licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation. Customer must purchase at least 16 Core licenses for each Processor on which Customer runs the Software. All Physical Cores on the Processor must be licensed, subject to a minimum of 16 Core licenses per physical Processor.

Hosting Rights and Restrictions. Customer 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 the License Agreement, 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 Customer is 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 Public Cloud Services. Customer must not (and must not allow Customer’s Third Party Agents to) use or deploy the Software on Public Cloud Services.

VMware Tools. VMware Tools is a suite of utilities and drivers that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine in conjunction with a VMware hypervisor. Customer may not use VMware Tools with any other hypervisor. Customer may distribute the VMware Tools to third parties solely when installed in a Guest Operating System within a Virtual Machine. Customer is liable for compliance by those third parties with the terms and conditions of the License Agreement.

Feature Restrictions

vSphere API for Array Integration (VAAI). Customer may not use this feature.

vSphere Virtual Volumes (VVOL). Customer may not use this feature.

vSphere API for Storage Awareness (VASA). Customer may not use this feature.

vSphere Storage Policy Based Management (SPBM). Customer may not use this feature.

vSphere API for Third Party Multipathing. Customer may not use this feature.

vSphere Auto Deploy. Customer may not use this feature.

vSphere View Accelerator. Customer may not use this feature.

VMware vCenter Server. Customer may only use VMware vCenter Server included in this VMware vSphere Essentials Plus license 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. Customer may only use VMware vCenter Server provided with this VMware vSphere Essentials Plus license to manage Servers running a copy of VMware vSphere included with this VMware vSphere Essentials Plus license.

2.2 VMware vSphere Standard

Definitions

“Internally Developed Application” means: (i) a computer application that Customer has created or developed, and (ii) a third-party computer application(s) that (a) is ancillary to Customer’s application-based service, and (b) cannot be accessed directly by end users of Customer’s application-based service.

“Third Party Agent” means a third party delivering information technology services to Customer pursuant to a written contract with Customer.

General License Notes

Customer may use the Software on a Server that contains up to the maximum number of Cores for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation. Customer must purchase at least 16 Core licenses for each Processor on which Customer runs the Software. All Physical Cores on the Processor must be licensed, subject to a minimum of 16 Core licenses per physical Processor.

Hosting Rights and Restrictions. Customer 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 the License Agreement, 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 Customer is 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 Public Cloud Services. Customer must not (and must not allow Customer's Third-Party Agents to) use or deploy the Software on Public Cloud Services.

VMware Tools. VMware Tools is a suite of utilities and drivers that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine in conjunction with a VMware hypervisor. Customer may not use VMware Tools with any other hypervisor. Customer may distribute the VMware Tools to third parties solely when installed in a Guest Operating System within a Virtual Machine. Customer is liable for compliance by those third parties with the terms and conditions of the License Agreement.

Transition from Other Offerings. If you have previously licensed an offering listed in the table below ("Other Offerings"), and are purchasing vSphere Standard to support the expansion of the workloads supported by your existing subscription to Other Offerings, or are buying it as the successor solution to support workloads currently supported by your expiring licenses to Other Offerings, you may, at your sole option, continue to use the pre-existing cloud connectivity features found in those applicable Other Offerings until the earlier of the expiration of your current Subscription Term for vSphere Standard or the ninetieth (90th) day following the date VMware enables the transition of deployments that use the said cloud connectivity features to deployments that are disconnected.

Transition from Other Offerings Table
vSphere+ Standard

Feature Restrictions

vSphere Auto Deploy. Customer may not use this feature.

vSphere View Accelerator. Customer may not use this feature.

vSphere Big Data Extensions. Customer may not use this feature.

VMware vCenter Server. Customers are entitled to VMware vCenter Standard solely for management of this VMware vSphere Standard license or any vSphere perpetual license that holds an active subscription to VMware Support and Subscription Services.

2.3 VMware vSphere Foundation

Definitions

"Internally Developed Application" means: (i) a computer application that Customer has created or developed, and (ii) a third-party computer application(s) that (a) is ancillary to Customer's application-based service, and (b) cannot be accessed directly by end users of Customer's application-based service.

"Gibibyte" or **"GiB"** means a physical unit of storage capacity that is equal to 2³⁰ bytes

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

General License Notes

Customer may use the Software on a Server that contains up to the maximum number of Cores for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation. Customer must purchase at least 16 Core licenses for each Processor on which Customer runs the Software. All Physical Cores on the Processor must be licensed, subject to a minimum of 16 Core licenses per physical Processor.

Transition from Other Offerings. If you have previously licensed an offering listed in the table below ("Other Offerings"), and are purchasing vSphere Foundation to support the expansion of the workloads

supported by your existing subscription to Other Offerings, or are buying it as the successor solution to support workloads currently supported by your expiring licenses to Other Offerings, you may, at your sole option, continue to use the pre-existing cloud connectivity features found in those applicable Other Offerings until the earlier of the expiration of your current Subscription Term or the ninetieth (90th) day following the date VMware enables the transition of deployments that use the said cloud connectivity features to deployments that are disconnected.

Transition from Other Offerings Table	
vRealize Cloud Universal	
Aria Suite Universal	
vCloud Suite Subscription	
vCloud Suite+	
vSphere+	
VMware Cloud Packs:	
	Compute with Advanced Automation+
	HCI+
	HCI with Advanced Automation+
VMware Cloud:	
	VMware Cloud Essentials
	VMware Cloud Standard
	VMware Cloud Pro
vRealize Automation Cloud	
vRealize Operations Cloud	

Hosting Rights and Restrictions. Customer 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 the License Agreement, 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 Customer is 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 Public Cloud Services. Customer must not (and must not allow Customer's Third-Party Agents to) use or deploy the Software on Public Cloud Services.

VMware Tools. VMware Tools is a suite of utilities and drivers that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine in conjunction with a VMware hypervisor. Customer may not use VMware Tools with any other hypervisor. Customer may distribute the VMware Tools to third parties solely when installed in a Guest Operating System within a Virtual Machine. Customer is liable for compliance by those third parties with the terms and conditions of the License Agreement.

Regulatory Compliance. If Customer is provided with access to regulatory compliance content with the Software, Customer may only use such content if Customer 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.

Edition-Specific License Notes

vSphere Big Data Extensions – Log Files. Customer acknowledges that correspondence and log files generated in conjunction with a request for support services may contain sensitive, confidential or personal information. Customer is 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, Customer's organization, or any third party.

vSAN Trial Capacity. Customers are entitled up to 100 GiB of vSAN capacity for each vSphere Foundation core deployed in a vSAN cluster. The trial capacity cannot be aggregated and is tied to vSphere Foundation core deployed in a vSAN cluster. If the Customer exceeds the trial capacity, they must license the total number of TiBs claimed in the vSAN cluster starting from 0.

VMware vCenter Server. Customers are entitled to VMware vCenter Standard solely for management of this VMware vSphere Foundation license or any perpetual license that holds an active subscription to VMware Support and Subscription Services.

VMware Aria.

Aria Operations. Customer may access and use only the features and functionality that correspond with the Advanced edition of Aria. Those features and functionality are detailed in the following link:
www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/products/vmware-vrealize-operations-8.2-datasheet.pdf.

Restrictions on Use with VMware Horizon Environments. If monitoring of VMware Horizon Objects is permitted by Customer's edition of VMware Aria Operations, Customer may use the Software to manage VMware Horizon objects. Each Core of the Software may be used to monitor four (4) Concurrent Users for the purpose of monitoring a VMware Horizon environment.

Restrictions on Use with Public Clouds. Except as otherwise provided in the Product/Edition Specific License Notes below, Customer may not use the Software to monitor Public Cloud Services.

VMware Aria Operations for Logs.

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 be 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 Customer or anyone as part of a VMware product on a generally available basis.

Log Files and Support Data. Customer acknowledges that correspondence, log files and other data generated in conjunction with either a request for support services or Customer's 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, Customer acknowledges and agree that Customer's Support Data may be collected, processed, stored and transferred in accordance with the VMware Aria Operations for Logs Installation and Administration Guide (docs.vmware.com/en/vRealize-Log-Insight/4.6/log-insight-administration-guide.pdf). Customer is 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.

2.4 VMware Cloud Foundation

Definitions

"Internally Developed Application" means: (i) a computer application that Customer has created or developed, and (ii) a third-party computer application(s) that (a) is ancillary to Customer's application-based service, and (b) cannot be accessed directly by end users of Customer's application-based service.

"Tebibyte" or "TiB" means a unit of physical storage capacity that is equal to 2⁴⁰ bytes.

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

General License Notes

Customer may use the Software on a Server that contains up to the maximum number of Cores for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation. Customer must purchase at least 16 Core licenses for each Processor on which Customer runs the Software. All Physical Cores on the Processor must be licensed, subject to a minimum of 16 Core licenses per physical Processor.

Transition from Other Offerings. If you have previously licensed an offering listed in the table below ("Other Offerings"), and are purchasing VCF to support the expansion of the workloads supported by your existing subscription to Other Offerings, or are buying it as the successor solution to support workloads currently supported by your expiring licenses to Other Offerings, you may, at your sole option, continue to use the pre-existing cloud connectivity features found in those applicable Other Offerings until the earlier of the expiration of your current Subscription Term or the ninetieth (90th) day following the date VMware enables the transition of deployments that use the said cloud connectivity

features to deployments that are disconnected.

Transition from Other Offerings Table	
vRealize Cloud Universal	
Aria Suite Universal	
vCloud Suite Subscription	
vCloud Suite+	
vSphere+	
vSAN+	
VCF+	
VMware Cloud Packs:	
	Compute with Advanced Automation+
	HCI+
	HCI with Advanced Automation+
	VMware Cloud Foundation Advanced+
	VMware Cloud Foundation Enterprise+
VMware Cloud:	
	VMware Cloud Essentials
	VMware Cloud Standard
	VMware Cloud Pro
	VMware Cloud Advanced
	VMware Cloud Enterprise
vRealize Automation Cloud	
vRealize Operations Cloud	
vRealize Log Insight Cloud	
vRealize Network Insight Cloud	

Hosting Rights and Restrictions. Customer 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 the License Agreement, 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 Customer is 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 Public Cloud Services. Customer must not (and must not allow Customer's Third-Party Agents to) use or deploy the Software on any Public Cloud Services that are not found on VMware's then-current list of VCF Certified Public Cloud Services.

VMware Tools. VMware Tools is a suite of utilities and drivers that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine in conjunction with a VMware hypervisor. Customer may not use VMware Tools with any other hypervisor. Customer may distribute the VMware Tools to third parties solely when installed in a Guest Operating System within a Virtual Machine. Customer is liable for compliance by those third parties with the terms and conditions of the License Agreement.

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 Customer's 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. Customer is responsible for ensuring that Customer's proposed use of the VMware NSX Software is not in violation of applicable United States or local law.

Regulatory Compliance. If Customer is provided with access to regulatory compliance content with the Software, Customer may only use such content if Customer 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.

Edition-Specific License Notes

VMware NSX. Customers are entitled to VMware NSX Networking for VCF, and may only use the functionality for that edition as specified <https://kb.vmware.com/s/article/89137>.

vSphere Big Data Extensions – Log Files. Customer acknowledges that correspondence and log files generated in conjunction with a request for support services may contain sensitive, confidential or personal information. Customer is 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, Customer's organization, or any third party.

vSAN. Customers are entitled to 1 TiB of vSAN capacity for each VMware Cloud Foundation core (1TiB/Core).

VMware vCenter Server. Customer is entitled to VMware vCenter Standard solely for management of this VMware Cloud Foundation license or any perpetual license that holds an active subscription to VMware Support and Subscription Services.

VMware HCX. Customer is entitled to VMware HCX Enterprise. All host cores under management of the destination vCenter must be licensed with this VMware Cloud Foundation license. Additional licensing is needed for Source Data.

VMware SDDC Manager. Customers are entitled to VMware SDDC Manager solely for management of this VMware Cloud Foundation license.

VMware Data Services Manager. Customers are entitled to VMware Data Services manager on a per core basis to assist in managing, hardening and monitoring only the databases specified within the VCF/DSM program.

VMware Aria.

Restrictions on Use with VMware Horizon Environments. If Customer license the Software on a per-Core-basis and such monitoring is permitted by Customer's edition of VMware Aria Operations as detailed below, Customer may use the Software to manage VMware Horizon objects. Each Core of the Software may be used to monitor four (4) Concurrent Users for the purpose of monitoring a VMware Horizon environment.

VMware Aria Automation. Customer understands that any log files generated in order to obtain support from VMware may contain sensitive, confidential or personal information. Customer is 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 before sending them to VMware. Customer's license to use VMware Aria Automation includes an entitlement to use VMware Aria Suite Lifecycle, provided with the VMware Aria Automation Software, only to manage the VMware Aria Automation Software (and no other software). Customer may use the following on-premises components provided with the VMware Aria Automation Software: VMware Aria Automation Assembler, VMware Aria Automation Service Broker, and VMware Aria Automation Pipelines. Customer's purchase of a license to VMware Aria Automation includes an entitlement to use VMware Aria Automation Orchestrator.

VMware Aria Operation for Logs.

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 Customer or anyone as part of a VMware product on a generally available basis.

Log Files and Support Data. Customer acknowledges that correspondence, log files and other data generated in conjunction with either a request for support services or Customer's 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, Customer acknowledges and agree that Customer's Support Data may be collected, processed, stored and transferred in accordance with the VMware Aria Operations for Logs Installation and Administration Guide (docs.vmware.com/en/vRealize-Log-Insight/4.6/log-insight-administration-guide.pdf). Customer is 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.

VMware Aria Operations for Networks Enterprise. Customer may use VMware Aria Operations for Networks Enterprise for up to the number of Cores licensed through VCF. VMware Aria Operations for Networks Enterprise may allow Customer to connect to third party APIs. Customer is responsible for arranging access to third party APIs, including the payment of any applicable fees to third party providers. Customer can use other data sources such as 3rd party devices, AWS, Azure, etc. without consuming additional licenses.

2.5 VMware vSAN Add-on

Definitions

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

“**Customer Support Data**” means the support bundles, log files and other data generated in conjunction with Customer’s 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.

“**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.

“**Tebibyte**” or “**TiB**” means a unit of physical storage capacity that is equal to 2^{40} bytes.

“**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 Customer pursuant to a written contract with Customer.

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

License Notes

If Customer purchases a license to VMware vSAN, the following terms apply:

Customer may use the Software in Clusters with up to the number of TiBs for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer’s licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation. Customer must purchase TiB licenses for all raw storage that is claimed by hosts in the cluster on which Customer runs the Software.

VMware vSAN can only be used as i) an add-on to VMware vSphere Foundation, add-on to VMware Cloud Foundation, or iii) with respect to legacy vSphere and VCF products for which the Customer has a valid Support and Subscription agreement with VMware (for clarity, the right to use under (iii) will cease and cannot be renewed upon the expiration or termination of the said Support and Subscription agreement).

Transition from Other Offerings. If you have previously licensed an offering listed in the table below

("Other Offerings"), and are purchasing vSAN to support the expansion of the workloads supported by your existing subscription to Other Offerings, or are buying it as the successor solution to support workloads currently supported by your expiring licenses to Other Offerings, you may, at your sole option, continue to use the pre-existing cloud connectivity features found in those applicable Other Offerings until the earlier of the expiration of your current Subscription Term or the ninetieth (90th) day following the date VMware enables the transition of deployments that use the said cloud connectivity features to deployments that are disconnected.

Transition from Other Offerings Table	
vSAN+	
VCF+	
VMware Cloud Packs:	
	HCI+
	HCI with Advanced Automation+
	VMware Cloud Foundation Advanced+
	VMware Cloud Foundation Enterprise+
VMware Cloud:	
	VMware Cloud Standard
	VMware Cloud Pro
	VMware Cloud Advanced
	VMware Cloud Enterprise

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. In addition, the Software can be deployed in a disaggregated model to provide centralized shared storage for vSphere Foundation Clusters.

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. Customer is 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 Add-on.

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.

Restrictions on Use with Public Cloud Services. Customer must not (and must not allow Customer's Third-Party Agents to) use or deploy the Software on Public Cloud Services.

iSCSI Support

All editions of VMware vSAN Add-on include the iSCSI Support feature. Customer may only use iSCSI Support with physical, non-virtualized servers. Customer 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

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

vSAN's Support Feature does not allow Customer 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 THE EUROPEAN UNION'S GENERAL DATA PROTECTION REGULATION 2016/679 AND NATIONAL LAWS IMPLEMENTING THE REGULATION), FINANCIAL INFORMATION (INCLUDING INFORMATION GOVERNED BY PAYMENT CARD INDUSTRY STANDARDS AND THE

GRAMM-LEACH-BLILEY ACT) AND/OR PROTECTED HEALTH INFORMATION (INCLUDING INFORMATION GOVERNED BY THE UNITED STATES HEALTH INFORMATION PRIVACY AND PORTABILITY ACT).

3. DATA CENTER AND CLOUD INFRASTRUCTURE

3.1 VMware vSphere

Definitions

“Internally Developed Application” means: (i) a computer application that Customer has created or developed, and (ii) a third-party computer application(s) that (a) is ancillary to Customer’s application-based service, and (b) cannot be accessed directly by end users of Customer’s application-based service.

“Physical Server” means a physical Server, regardless of whether the physical Server includes a hypervisor, operating system, or other software.

“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 Customer pursuant to a written contract with Customer.

“User” means an employee, contractor, or Third Party Agent for whom Customer or Customer’s Third Party Agent uses the Software to provide virtual desktop infrastructure, Terminal Services Sessions or associated desktop management and monitoring tools.

General License Notes

Processor Licenses. If Customer purchases the Software on a per-Processor basis, Customer may use the Software on a Server that contains up to the maximum number of Processors for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4.

Core Licenses. If Customer purchases the Software on a per-Core basis, Customer may use the Software on a Server that contains up to the maximum number of Cores for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer’s licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation. Customer must purchase at least 16 Core licenses for each Processor on which Customer runs the Software.

Hosting Rights and Restrictions. Customer 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 the License Agreement, 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 Customer is 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 Public Cloud Services. Customer must not (and must not allow Customer’s Third-Party Agents to) use or deploy the Software on Public Cloud Services.

VMware Tools. VMware Tools is a suite of utilities and drivers that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine in conjunction with a VMware hypervisor. Customer may not use VMware Tools with any other hypervisor. Customer may distribute the VMware Tools to third parties solely when installed in a Guest Operating System within a Virtual Machine. Customer is liable for compliance by those third parties with the terms and conditions of the License Agreement.

Product Edition/Suite Specific License Notes

vSphere API for Array Integration (VAAI). Customer 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 with 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). Customer 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 with 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). Customer 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). Customer 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. Customer 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. Customer may use this feature only if Customer has licensed VMware vSphere Enterprise Plus and VMware vSphere with Operations Management Enterprise Plus editions.

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

vSphere Replication. Customer may use this feature only if Customer has 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. Customer may use this feature only if Customer has 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. Customer may use this feature only if Customer has 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. Customer acknowledges that correspondence and log files generated in conjunction with a request for support services may contain sensitive, confidential or personal information. Customer is 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, Customer's organization, or any third party.

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

VMware vSphere with Tanzu

VMware vSphere with Tanzu requires purchase of VMware Tanzu Basic. VMware Tanzu Basic can be purchased as an add-on to vSphere Enterprise Plus or as a bundle with vSphere Enterprise Plus.

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

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

Customer 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 Customer uses 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 Customer purchases a license to VMware vSphere as a part of the vSphere ROBO editions, the following terms apply:

Customer may only use VMware vSphere included in the vSphere ROBO editions for up to the number of Virtual Machines Customer purchased. Customer may not use more than a single 25 Virtual Machine pack of the vSphere ROBO editions in each Authorized Location. "Authorized Locations" means Customer's remote physical locations but not including Customer's on-line stores, Customer's data centers, or similar types of locations. This restriction to a single 25 Virtual Machine pack does not apply to Virtual Machines that are used to host other VMware Software, provided that Customer has purchased a license to all applicable Software.

VMware vSphere Hypervisor

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

Customer may not use any programmatic interface that can be called remotely (“APIs”), provided with Customer’s license to VMware vSphere Hypervisor. Customer must obtain a paid license to VMware vSphere to use such APIs.

VMware vSphere Desktop

Customer may use the vSphere Software to run virtual desktop on a Server that contains up to the number of Processors for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4. In addition to the general license notes above, if Customer purchases a license to VMware vSphere Desktop, the following terms apply:

Customer may use the vSphere Desktop Software to run up to the number of Powered on Virtual Machines for which Customer has paid the applicable license fees. Customer may only use VMware vSphere Desktop to host (i) a virtual desktop infrastructure for up to the number of Desktop Virtual Machines for which Customer has 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. Customer may use VMware vSphere Desktop on a Server that contains an unlimited number of Processors for which Customer has paid the applicable license fees. Customer must purchase at least one license of VMware vSphere Desktop for each User. Each virtual desktop, and virtual machine used to host or monitor the virtual desktop infrastructure will be counted toward Customer’s total number of Powered on Virtual Machines.

VMware vSphere Scale-Out

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

Customer 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 Bitfusion

In addition to the general license notes above if Customer purchases a license to VMware vSphere Bitfusion, Customer may use the Software on a Server that contains up to the maximum number of Processors for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4. Customer may use the Software with up to two (2) graphics processing units (GPUs) for each license that Customer has purchased.

VMware vCenter Server. Customers who purchase the VMware vSphere Software on a per-Core basis after December 1, 2022 are entitled to VMware vCenter Standard solely for management of the VMware vSphere per Core Subscription licenses purchased after December 1, 2022. Customers who purchased VMware vSphere per Core Subscription licenses before December 1, 2022 or customers who wish to manage non-VMware VMware vSphere per Core Subscription licenses must separately purchase VMware vCenter Server licenses.

VMware vSphere Workload Security

In addition to the general license notes above, Customer’s license to use VMware Workload Security includes either a one-year or 3-year subscription (unless another Subscription Term is specified in Customer’s Order) to VMware Carbon Black Cloud Workload cloud service in the edition that Customer purchase. Customer’s use of the VMware Carbon Black Cloud Workload cloud service is governed by the Cloud Services Exhibit. Please review the provisions of the Cloud Services Exhibit for details and additional conditions regarding Customer’s use of the cloud service.

3.2 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

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

3.3 VMware vCloud Director

Definitions

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

License Notes

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

3.4 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.

General License Notes

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

Product Edition/Suite Specific License Notes

VMware vSphere Storage Appliance for VMware vSphere Essentials Plus

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

If Customer obtains a license to VMware vSphere Storage Appliance for VMware vSphere Essentials Plus as a part of Customer’s license to VMware vSphere Essentials Plus, Customer may use VMware vSphere Storage Appliance for VMware vSphere Essentials Plus only on a single Cluster. Customer 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 Customer purchases a license to VSA for ROBO, the following terms apply:

If Customer obtains a license to VSA for ROBO, Customer may use VSA for ROBO only on a single Cluster. Customer must use a validly licensed Instance of VMware vCenter Server to manage each Cluster that is running an Instance of VSA for ROBO.

3.5 VMware vSAN

Definitions

“Authorized Locations” means Customer’s remote physical locations but not including Customer’s on-line stores, Customer’s data centers, or similar types of locations.

“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 Customer’s 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.

“Named Users” means Customer’s employee or Third Party Agent who has been authorized by Customer 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 Customer pursuant to a written contract with Customer.

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

General License Notes

Restrictions on Use with Public Cloud Services. Customer must not (and must not allow Customer’s Third-Party Agents to) use or deploy the Software on Public Cloud Services.

iSCSI Support

All editions of VMware vSAN include the iSCSI Support feature. Customer may only use iSCSI Support with physical, non-virtualized servers. Customer 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 Customer to collect and send Customer Support Data through the vSAN Health Tool’s user interface (“Support Feature”).

vSAN’s Support Feature does not allow Customer 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 THE EUROPEAN UNION’S GENERAL DATA PROTECTION REGULATION 2016/679 AND NATIONAL LAWS IMPLEMENTING THE REGULATION), FINANCIAL INFORMATION (INCLUDING INFORMATION GOVERNED BY PAYMENT CARD INDUSTRY STANDARDS AND THE GRAMM-LEACH-BLILEY ACT) AND/OR PROTECTED HEALTH INFORMATION (INCLUDING INFORMATION GOVERNED BY THE UNITED STATES HEALTH INFORMATION PRIVACY AND PORTABILITY ACT).

Core Licenses. If Customer purchases the Software on a per-Core basis, the Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer’s licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation. Customer must purchase at least 16 Core licenses for each Processor on which Customer runs the Software.

Product Edition/Suite Specific License Notes

VMware vSAN Standard

If Customer purchases a license to VMware vSAN Standard, the following terms apply:

Customer may use the Software in Clusters with up to the number of Cores or Processors (subject to the Processor Restriction detailed in Section 1.4) for which Customer has paid the applicable license fees.

For each Cluster that is running the Software, Customer must license every Core or Processor (subject to the Processor Restriction detailed in Section 1.4) 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 Customer's 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 Customer purchases a license to VMware vSAN Standard for Desktop, the following terms apply:

Customer 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. Customer may only use VMware vSAN for Desktop for up to the number of Concurrent Users or Named Users for which Customer has 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 Customer purchases a license to VMware vSAN Advanced, the following terms apply:

Customer may use the Software in Clusters with up to the number of Cores or Processors (subject to the Processor Restriction detailed in Section 1.4) for which Customer has paid the applicable license fees.

For each Cluster that is running the Software, Customer must license every Processor (subject to the Processor Restriction detailed in Section 1.4) 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 Customer purchases a license to VMware vSAN Advanced for Desktop, the following terms apply:

Customer 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. Customer may only use VMware vSAN Advanced for Desktop for up to the number of Concurrent Users or Named Users for which Customer has 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 Customer purchases a license to VMware vSAN Enterprise, the following terms apply:

Customer may use the Software in Clusters with up to the number of Cores or Processors (subject to the Processor Restriction detailed in Section 1.4) for which Customer has paid the applicable license fees.

For each Cluster that is running the Software, Customer must license every Core or Processor (subject to the Processor Restriction detailed in Section 1.4) 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. Customer is 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 for Desktop

If Customer purchases a license to VMware vSAN Enterprise for Desktop, the following terms apply:

Customer 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. Customer may only use VMware vSAN Enterprise for Desktop for up to the number of Concurrent Users or Named Users for which Customer has 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. Customer is responsible for ensuring that each site has enough servers to meet the requirements of Customer's 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 Enterprise Plus

VMware vSAN Enterprise Plus consists of VMware vSAN Enterprise and Aria Operations Advanced. If Customer purchases a license to VMware vSAN Enterprise Plus, the following terms apply:

Customer may use the Software in Clusters with up to the number of Processors for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4.

For each Cluster that is running the Software, Customer must license every Processor (subject to the Processor Restriction detailed in Section 1.4) 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. Customer is 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.

Customer's license to use VMware vSAN Enterprise Plus includes a right to use Aria Operations Advanced with the Software. All sections of this Product Guide applicable to use of Aria Operations Advanced apply, except for the license metric which is replaced by the license metrics in this section, to Customer's use of Aria Operations Advanced with the Software.

VMware vSAN Standard for Remote Office Branch Office

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

Customer 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 Customer has paid the applicable license fees. VMware vSAN Standard for Remote Office Branch Office is not subject to a processor limitation.

Customer 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. This restriction to a single 25 Virtual Machine pack does not apply to Virtual Machines that are used to host other VMware Software, provided that Customer has purchased a license to all applicable Software.

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 Customer purchases a license to VMware vSAN Advanced for Remote Office Branch Office, the following terms apply:

Customer 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 Customer has paid the applicable license fees. VMware vSAN Advanced for Remote Office Branch Office is not subject to a processor limitation.

Customer 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. This restriction to a single 25 Virtual

Machine pack does not apply to Virtual Machines that are used to host other VMware Software, provided that Customer has purchased a license to all applicable Software.

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 Customer purchases a license to VMware vSAN Enterprise for Remote Office Branch Office, the following terms apply:

Customer 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 Customer has paid the applicable license fees. VMware vSAN Enterprise for Remote Office Branch Office is not subject to a processor limitation.

Customer 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. This restriction to a single 25 Virtual Machine pack does not apply to Virtual Machines that are used to host other VMware Software, provided that Customer has purchased a license to all applicable Software.

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 for Global Partner Appliance

Notwithstanding anything in the Agreement, Customer may not transfer the Software from the hardware on which it was delivered to Customer except if Customer permanently replaces the original hardware due to its failure as covered under the hardware warranty terms. If Customer must replace the hardware, (1) the new hardware must be identical (or substantially similar if the identical hardware configuration is no longer available) to the original hardware; (2) Customer must remove the Software from the original hardware, and (3) Customer must replace the serial number of the original hardware with the serial number of the new hardware in any data records associated with the Software.

3.6 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

Customer may use the Software to back up an unlimited number of Virtual Machines hosted by a Server if (i) Customer has licensed each Processor (subject to the Processor Restriction in Section 1.4) 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: Customer may use the Software for up to the number of Operating Systems Instances for which Customer has paid the applicable license fees. Please also see vSphere Data Protection paragraph in Section 3.1 for additional details.

3.7 VMware vCenter Support Assistant

License Notes

Support Requests Data. VMware vCenter Support Assistant allows Customer 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.

Customer acknowledges that Support Data may contain sensitive, confidential or personal information. Customer is solely responsible for considering all applicable privacy laws prior to sending any Support data, and Customer agrees that prior to providing Support Data to VMware, Customer 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 States or any other country in which VMware or its affiliates, subsidiaries or service providers maintain facilities.

Proactive Support. vCenter Support Assistant allows Customer to receive proactive support and advanced notification of potential issues. If Customer choose to participate in Support Assistant's proactive support program, Customer agrees that VMware may monitor and collect unstructured log files, diagnostic data and technical information about Customer's 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 Customer's business needs; facilitate the provisioning of updates and support; provide Customer with proactive support services; improve VMware responses to customer requirements; and provide Customer 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 Customer use vCenter Support Assistant proactive support, Customer may choose to subscribe to monthly email reports by providing VMware with Customer's email address. Email addresses provided to VMware for proactive support will only be used to provide Customer with monthly reports. Customer may choose to unsubscribe from monthly reports at any time by removing Customer's email address from the Contact Details section of the vCenter Support Assistant's appliance.

3.8 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:

Customer may use the Software with up to the total number of Database Servers for which Customer has 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:

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

3.9 VMware Hyper-Converged Infrastructure Kits

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), Customer may use the Software for up to the number of Processors for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4. If Customer has purchased a license to a VMware Hyper-Converged Infrastructure Kit, the products included in that bundle are licensed individually.

3.10 VMware Site Recovery Manager

Definitions

“**Protected Virtual Machine**” means a Virtual Machine that is part of a VMware Site Recovery Manager protection group.

General License Notes

Customer may use VMware Site Recovery Manager for up to the number of Protected Virtual Machines for which Customer has paid the applicable license fees.

VMware Site Recovery Manager is licensed as Subscription Software. Customer may use VMware Site Recovery Manager solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

3.11 VMware Data Services Manager

General License Notes

Customer may use VMware Data Services Manager to manage, configure, and operate database software running on VMware vSphere on up to the number of Cores for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

The VMware Data Services Manager Software Subscription Software consists of the Core licenses as defined in Section 1, Definitions.

3.12 VMware NSX

Definitions

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

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

“**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.

“**Edge**” means a single virtualized device that connects the Customer's 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.

“**Named User**” means Customer's employee or Third Party Agent who has been authorized by Customer 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.

“**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 Customer pursuant to a written contract with Customer.

“**Tool Box**” means certain software tools that VMware may provide to Customer from time to time for support purposes.

General License Notes

Notwithstanding anything to the contrary in this License Agreement for evaluation licenses, Customer's use of the evaluation NSX Software is only permitted in a non-production environment and for a period

of sixty (60) days.

If Customer purchased Subscription Software, except as noted below with respect to VMware NSX Advanced Edition for Tanzu Application Service, Customer may use the Software for the Subscription Term for which Customer has paid the applicable license fees.

Restrictions on Use with Public Cloud Services. Customer must not (and must not allow Customer's Third-Party Agents to) use or deploy the Software on Public Cloud Services.

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 Customer's 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. Customer is responsible for ensuring that Customer's 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.

Core License Requirements. If Customer purchases the Software on a per-Core basis, Customer must purchase at least 16 Core licenses for each Processor on which Customer runs the Software.

APIs and Third Party Applications. Customer may use the APIs included with the Software only to integrate the Software with Customer's 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 Customer's payment of additional fees. Customer 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. Customer 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 License Agreement.

NSX Intelligence Data. If Customer uses the VMware NSX Intelligence feature included with Customer's purchase of certain VMware NSX offerings, the following terms apply:

VMware NSX Intelligence collects data relating to traffic flows, activities on Customer's network, and VMware NSX system configuration and state ("**NSX Intelligence Data**"). VMware may use NSX Intelligence Data for analysis, verification, and enhancement of our products, including but not limited to enhancements to visualization, automated suggestions, and recommendation of network security policies and related configurations of VMware NSX offerings for Customer and for other customers. NSX Intelligence Data will be: (i) transformed to mask any information or general behavioral descriptions that can be used to identify any of Customer's systems or other customers' systems; or (ii) anonymized and made un-attributable to any customer or individual. VMware may distribute NSX Intelligence Data at its discretion as part of other products or in published reports or research. By using NSX Intelligence, Customer agrees that NSX Intelligence Data is not Customer's Content. The recommendations and suggestion provided by NSX Intelligence are provided on an "AS-IS" and "AS-AVAILABLE" basis only without any indemnification, support or warranty of any kind, express or implied.

Product Edition/Suite Specific License Notes

Each edition of VMware NSX includes entitlements to use different functionality and inclusions. For the edition of the Software Customer has purchased licenses for, Customer may only use the functionality for that edition as specified at <https://kb.vmware.com/s/article/89137>.

VMware NSX Enterprise Plus for Desktop and VMware NSX Advanced for Desktop. If Customer purchased a license to VMware NSX for Desktop (any edition), Customer may use the Software for up to the number of Concurrent Users or Named Users for which Customer has paid the applicable license fees. Customer may only use the Software in Clusters running (i) virtual desktop virtual machines, including those desktops from VMware 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. For each Cluster that is running the Software, Customer must purchase a license for every Concurrent User or Named User using the Software in the Cluster.

VMware NSX Enterprise Plus. If Customer purchased a license to VMware NSX Enterprise Plus, Customer may use the Software for up to the number of Processors or Cores, in an on-premises environment, for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4. Alternatively, for each license of VMware NSX Enterprise Plus (per Processor or per Core) for which Customer has paid the applicable license fees and are current on VMware support and subscription services for that Software, Customer may use the Software on Public Cloud Services to manage up to:

Twenty-four (24) Virtual CPUs for each VMware NSX Enterprise Plus Per-Processor License, or

Two (2) Virtual CPUs for each VMware NSX Enterprise Plus per-Core license, however, Customer may not use the Software simultaneously in both an on-premises environment and on Public Cloud Services.

If at any time Customer ceases to be current on VMware support and subscription services for all of Customer's VMware NSX Enterprise Plus licenses in use, Customer will only be licensed to use the Software in an on-premises environment and Customer must not use the Software on Public Cloud Services until Customer is again current on VMware support and subscription services for the Software.

Customer's purchase of a license to VMware NSX Enterprise Plus (per Processor or per Core) includes an entitlement to use VMware Aria Operations for Networks Advanced Edition and VMware HCX Advanced. VMware HCX Advanced is a set of features received as a part of Customer's purchase or subscription (as applicable) of VMware NSX Enterprise Plus that provides infrastructure hybridity and application workload mobility at scale. Customer is 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 Enterprise Plus. For each HCX Advanced license, Customer is entitled migrate up to 15 Virtual Machines per licensed Processor. If at any time Customer ceases to be current on VMware Support and Subscription Services for the Software, Customer's use of HCX Advanced may not receive the updates necessary to continue to function.

Customer's purchase of VMware NSX Enterprise Plus licenses includes an entitlement to use Tanzu Kubernetes Grid for the same term as the VMware NSX Enterprise Plus licenses solely to support the NSX Application Platform on one Tanzu Kubernetes Guest Cluster running on up to 8 Processors for each deployment instance of VMware NSX Enterprise Plus. Customer must request the Tanzu Kubernetes Grid entitlement on an annual basis.

VMware NSX Enterprise Plus with Threat Prevention. In addition to the license notes above, if Customer purchases this license, Customer's license is subject to the terms of Section 3.17 (VMware NSX Threat Prevention to Distributed Firewall).

VMware NSX Enterprise Plus with Advanced Threat Prevention to Distributed Firewall. In addition to the license notes above, if Customer purchases this license, Customer's license is subject to the terms of Section 3.18 (VMware NSX Advanced Threat Prevention to Distributed Firewall).

VMware NSX Advanced. If Customer purchased a license to VMware NSX Advanced, Customer may use the Software for up to the number of Processors or Cores, in an on-premises environment, for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4. Alternatively, for each license of VMware NSX Advanced (per Processor or per Core) for which Customer has paid the applicable license fees and are current on VMware support and subscription services for that Software, Customer may use the Software on Public Cloud Services to manage up to:

Twenty-four (24) Virtual CPUs for each VMware NSX Advanced Per-Processor License, or

Two (2) Virtual CPUs for each VMware NSX Advanced per Core license,

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

If at any time Customer ceases to be current on VMware support and subscription services for all of Customer's VMware NSX Advanced licenses in use, Customer will only be licensed to use the Software in an on-premises environment and Customer must not use the Software on Public Cloud Services until Customer is again current on VMware support and subscription services for the Software.

VMware NSX Advanced with Threat Prevention. In addition to the license notes above, if Customer purchases this license, Customer's license is subject to the terms of Section 3.17 (VMware NSX Threat Prevention to Distributed Firewall). Customer's purchase of VMware NSX Advanced with Threat Prevention add-on licenses includes an entitlement to use Tanzu Kubernetes Grid for the same term as the VMware NSX Advanced with Threat Prevention licenses solely to support the NSX Application Platform on one Tanzu Kubernetes Guest Cluster running on up to 8 Processors for each deployment instance of VMware NSX Advanced with Threat Prevention add-on. Customer must request the Tanzu Kubernetes Grid entitlement on an annual basis.

VMware NSX Advanced with Advanced Threat Prevention. In addition to the license notes above, if Customer purchases this license, Customer's license is subject to the terms of Section 3.18 (VMware NSX Advanced Threat Prevention to Distributed Firewall). Customer's purchase of VMware NSX Advanced with Advanced Threat Prevention add-on licenses includes an entitlement to use Tanzu Kubernetes Grid for the same term as the VMware NSX Advanced Threat Prevention add-on licenses solely to support the NSX Application Platform on one Tanzu Kubernetes Guest Cluster running on up to 8 Processors for each deployment instance of VMware NSX Advanced with Advanced Threat Prevention add-on. Customer must request the Tanzu Kubernetes Grid entitlement on an annual basis.

VMware HCX Enterprise Add-on for NSX Enterprise Plus. If Customer has purchased a perpetual license to VMware HCX Enterprise Add-on for NSX Enterprise Plus, Customer may use the Software for up to the number of Processors for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4. Customer may only use the VMware HCX Enterprise Add-on for NSX Enterprise Plus on host Processors that are under management of VMware HCX Advanced. Customer is 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 Enterprise Plus. For each HCX Enterprise Add-on for NSX Enterprise Plus license, Customer is entitled migrate up to 15 Virtual Machines for each per-Processor license. If at any time Customer ceases to be current on VMware Support and Subscription Services for the Software, Customer's use of Enterprise Add-on for NSX Enterprise Plus may not receive the updates necessary to continue to function.

VMware NSX Remote Office Branch Office Standard and VMware NSX Remote Office Branch Office Advanced (collectively, the "NSX ROBO editions")

Notwithstanding the language above, if Customer purchases a license to VMware NSX as a part of the NSX ROBO editions, the following terms apply:

Customer may only use VMware NSX included in the NSX ROBO editions for up to the number of Virtual Machines Customer purchased. Customer may not use more than a single 25 Virtual Machine pack of the NSX ROBO editions in each Authorized Location. "Authorized Locations" means Customer's remote physical locations but not including Customer's on-line stores, Customer's data centers, or similar types of locations. This restriction to a single 25 Virtual Machine pack does not apply to Virtual Machines that are used to host the VMware NSX Software, provided that Customer has purchased a license to all applicable Software.

VMware NSX Advanced Edition for Tanzu Application Service.

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

VMware NSX Advanced Edition for Tanzu Application Service is licensed as Subscription Software. If Customer purchased a license to VMware NSX Advanced Edition for Tanzu Application Service, Customer may use the Subscription Software for up to the number of Application Instances for which Customer has paid the applicable license fees.

The Subscription Term of Customer's license to VMware NSX Advanced Edition for Tanzu Application Service will have the same Subscription Term as Customer's license to TAS. Customer may use the Subscription Software solely during the Subscription Term and only with TAS. Upon expiration or termination of Customer's license to the Subscription Software, Customer must promptly cease use of the Subscription Software and Documentation.

Upon expiration or termination of Customer's license to use Tanzu Application Service, Customer must promptly cease use of the Subscription Software and Documentation.

Workspace ONE Access feature. A license to use VMware NSX (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.

3.13 VMware Avi Load Balancer

Definitions

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

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

"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.

"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.

"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.

“**Service Unit**” means the measure of data plane and control plane processing for VMware Avi Load Balancer Software.

“**Service Engine**” means the data plane component of the VMware Avi Load Balancer Software that performs load balancing and client- and server-facing network interactions.

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

“**User**” means Customer’s employee, contractor or Third-Party Agent who has been authorized by Customer to use the Software in accordance with the terms of the License Agreement.

License Notes

For data plane processing, a Service Unit can service a single physical computational unit of the processor that is used by the Avi Load Balancer Service Engine and includes 5 Web Application Firewall Positive Security Model (“**WAF PSM**”) rules and 50 million bot requests per year at no additional cost. The Service Engine 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.

For control plane processing, each Service Unit can service either (a) 50 WAF PSM rules per year, or (b) 500 Million bot requests per year.

If Customer purchased a perpetual license to VMware Avi Load Balancer, the following terms apply:

1. Support Services must be purchased separately from the perpetual license.
2. If Customer purchases Service Unit-based Software licenses, Customer may use the Software up to the number of Service Units for which Customer has paid the applicable license fees.
3. If Customer purchases per-Processor Software licenses, Customer may use the Software to balance the workloads of up to the number of Processors for which Customer has paid the applicable license fees. Customer may only use one (1) Service Unit for each four (4) per-Processor licenses for which Customer has paid the applicable license fees.
4. For Bare Metal deployments when the entire physical CPU is used as a single, unbreakable/undivided Service Engine then Customer must purchase one Service Unit perpetual license for every four (4) Cores on the Processor, with a minimum purchase requirement of five (5) Service Unit perpetual licenses per Processor.
5. For bandwidth-limited deployments, Customer may use the Software according to the following:
(a) for Service Engines limited to 25Mbps bandwidth, Customer only need to purchase a Perpetual license for two (2) Service Units for every five (5) Service Engines that Customer uses, and
(b) for Service Engines limited to 200M bandwidth Customer only need to purchase a Perpetual license for seven (7) Service Units for every ten (10) Service Engines that Customer uses.
6. If Customer purchases per-Concurrent User Software licenses, Customer may use the Software to balance only the following workloads:
 - a. VMware Horizon: VMware Horizon UAG, Connection Servers, App volume manager, or Workspace ONE Access (when used for authenticating Horizon Users) workloads up to the number of Concurrent Users for which Customer has paid the applicable license fees; or
 - b. VMware Workspace ONE UEM: up to one (1) Workspace ONE UEM per User workload or up to five (5) Workspace ONE per Device workloads for each Concurrent User for which Customer has paid the applicable license fees; or
 - c. In a multi-site configuration, Customer may use the same License Key across all sites if all sites are in an Active-Active or Active/Standby configuration.

If Customer purchased a Subscription Software to VMware Avi Load Balancer, the following terms apply:

1. Customer may use the Software solely during the Subscription Term. Upon expiration of the Subscription Term, Customer must promptly cease use of the Software and Documentation.
2. If Customer purchases Service Unit-based Software licenses, Customer may use the Software up to the number of Service Units for which Customer has paid the applicable license fees for the Subscription Term.
3. If Customer purchases per-Processor Software licenses, Customer may use the Software to balance the workloads of up to the number of Processors for which Customer has paid the applicable license fees for the Subscription Term. Customer may only use one (1) Service Unit for each four (4) per-Processor licenses for which Customer has paid the applicable license fees.
4. For Bare Metal deployments when the entire physical CPU is used as a single, unbreakable/undivided Service Engine then Customer only must purchase one (1) Service Unit

Subscription Software license for every four (4) Cores on the Processor, with a minimum purchase requirement of five (5) Service Unit Subscription Software licenses per Processor.

5. For bandwidth-limited deployments, Customer may use the Software according to the following:
(a) for Service Engines limited to 25Mbps bandwidth, Customer only need to purchase a Subscription license for two (2) Service Units for every five (5) Service Engines, and (b) for Service Engines limited to 200M bandwidth Customer only need to purchase a Subscription license for seven (7) Service Units for every ten (10) Service Engines.
6. If Customer purchases per-Concurrent User Software licenses, Customer may use the Software to balance only the following workloads:
 - a. VMware Horizon: VMware Horizon UAG, Connection Servers, App volume manager, or Workspace ONE Access (when used for authenticating Horizon Users) workloads up to the number of Concurrent Users for which Customer has paid the applicable license fees; or
 - b. VMware Workspace ONE UEM: up to one (1) Workspace ONE UEM per User workload or up to five (5) Workspace ONE per Device workloads for each Concurrent User for which Customer has paid the applicable license fees; or
 - c. In a multi-site configuration, Customer may use the same License Key across all sites if all sites are in an Active-Active or Active/Standby configuration.

3.14 VMware SD-WAN

Definitions

“Active Connection” means any connection between (1) any Appliance, (2) any workloads running on Public Cloud Services or on Customer’s Servers, or (3) any User.

“Appliance” means any IoT devices or Servers that use SD-WAN Client Software.

“Concurrent Connections” means the total number of Active Connections accessing or using the Software at any given time.

“Device” means the VMware branded or VeloCloud branded VMware SD-WAN™ by VeloCloud® networking equipment, including components, options and spare parts, listed on VMware’s commercial price list, as specified in Customer’s Order.

“Edge” means a single virtualized device that connects the Customer’s network branches and data centers with secure and optimized overlay tunnels.

“Named User” means Customer’s single designated User.

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

“User” means Customer’s employee, contractor or Third-Party Agent who has been authorized by Customer to use the Software in accordance with the terms of the License Agreement.

License Notes

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

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

Customer’s Subscription Term will begin on the date that VMware accepts Customer’s Order. The Subscription Term may begin prior to installation of the Device(s) in Customer’s location. VMware may permit Customer to continue to use the Service Offering for an additional period, not to exceed 30 days, after expiration of Customer’s committed Subscription Term, at no additional cost, if Customer’s Subscription Term began prior to installation of the Device(s). All terms, other than payment of fees, will continue to apply during any extended use term

Work from Home (WFH) and Work from Home Pro (WFH Pro). If Customer purchased a license to VMware SD-WAN WFH or WFH Pro, then Customer may use the Software for up to the number of Named Users for which Customer has paid the applicable license fees only on Devices located in the Named Users’ home residences. If Customer purchased a license to VMware SD-WAN WFH, then each Named User may use the software to connect up to two (2) concurrent devices and up to 350 Mbps or the max throughput of the Edge (whichever is lower). If Customer purchased a license to VMware SD-WAN WFH Pro, then each Named User may use the software to connect up to three (3) concurrent devices and up to 1 Gbps or the max throughput of the Devices (whichever is lower). For both SD-WAN WFH and WFH Pro, Customer may allow unlimited Devices at the Named Users’ home residences to

access the internet from the Devices via the underlay, provided however that they must use separate network segments that are isolated from the VMware SD-WAN Software.

VMware SD-WAN Client. If Customer purchased a license to VMware SD-WAN Client, Customer may use the Software for up to the number Concurrent Connections, Appliances, or Named Users for which Customer has paid the applicable license fees.

Optional Add-ons.

VMware SD-WAN Gateway Instance software may be purchased as an optional add-on to VMware SD-WAN Advanced or VMware SD-WAN Enterprise. If Customer purchased a license to VMware SD-WAN Gateway Instance, Customer may use the Software for up to the number Software Gateway Instances for which Customer has paid the applicable license fees. The Subscription Term of Customer's license to VMware SD-WAN Gateway Instance will have the same Subscription Term of Customer's license to VMware SD-WAN Advanced or Enterprise.

VMware SD-WAN Edge Enhanced Firewall Services software may be purchased as an optional add-on to VMware SD-WAN Standard, VMware SD-WAN Advanced or VMware SD-WAN Enterprise. If Customer purchased a license to VMware SD-WAN Edge Enhanced Firewall Services, Customer may use the Software for up to the number of Edge for which Customer has paid the applicable license fees. The Subscription Term of Customer's license to VMware SD-WAN Edge Enhanced Firewall Services will have the same Subscription Term of Customer's license to VMware SD-WAN Standard, VMware SD-WAN Advanced or VMware SD-WAN Enterprise.

Equipment. The Software is installed on Devices. Use of the Devices that is purchased or rented is subject to the VMware Equipment Terms for Devices at www.vmware.com/download/eula/vmware-sd-wan-by-velocloud.html (the "Equipment Terms").

Export restrictions and restrictions on use of VMware SD-WAN Software. VMware SD-WAN 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 SD-WAN 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 Customer's 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. Customer is responsible for ensuring that Customer's proposed use of the VMware SD-WAN Software is not in violation of applicable United States or local law.

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

3.15 VMware Edge Network Intelligence

Definitions

"Device" means the VMware branded or VeloCloud branded VMware SD-WAN™ by VeloCloud® networking equipment, including components, options and spare parts, listed on VMware's commercial price list, as specified in Customer's Order.

"Node(s)" means a switch, router, or access point in a customer network installation that is monitored by the Software.

License Notes

If Customer purchased a license to VMware Edge Network Intelligence, Customer may use the Software to monitor up to the number of Nodes for which Customer has paid the applicable license fees. The Software and all optional software add-ons are licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

Customer's Subscription Term will begin on the later of the date that is communicated to Customer by VMware order management and the date that VMware accepts Customer's Order. The Subscription Term may begin prior to installation of the Devices in Customer's location. VMware may permit Customer to continue to use the Service Offering for an additional period, not to exceed 30 days, after expiration of Customer's committed Subscription Term, at no additional cost, if Customer's Subscription Term began prior to installation of the Devices. All terms, other than payment of fees, will continue to apply during any extended use term.

Devices. The Software is installed on Devices. Use of the Devices is subject to the VMware Equipment Terms for Devices at www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmw-equipment-terms-for-vmware-sd-wan-by-velocloud.pdf.

3.16 VMware NSX Distributed Firewall

License Notes

Customer may use the Software to monitor up to the number of Processors or Cores for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

Restrictions on Use with Public Cloud Services. Customer must not (and must not allow Customer's Third-Party Agents to) use or deploy the Software on Public Cloud Services.

Core License Requirements. If Customer purchases the Software on a per-Core basis, Customer must purchase at least 16 Core licenses for each Processor on which Customer runs the Software.

VMware NSX Threat Prevention to Distributed Firewall. In addition to the license notes above, if Customer purchases a license to VMware NSX Threat Prevention to Distributed Firewall, Customer's license is subject to the terms of Section 3.18 (VMware NSX Threat Prevention to Distributed Firewall).

Customer's purchase of VMware NSX Distributed Firewall licenses includes an entitlement to use Tanzu Kubernetes Grid for the same term as the VMware NSX Distributed Firewall licenses solely to support the NSX Application Platform on one Tanzu Kubernetes Guest Cluster running on up to 8 Processors for each deployment instance of VMware NSX Distributed Firewall. Customer must request the Tanzu Kubernetes Grid entitlement on an annual basis.

VMware NSX Advanced Threat Prevention to Distributed Firewall. In addition to the license notes above, if Customer purchases a license to VMware NSX Advanced Threat Prevention to Distributed Firewall, Customer's license is subject to the terms of Section 3.18 (VMware NSX Advanced Threat Prevention to Distributed Firewall).

Threat Intelligence Data Collection. Certain VMware NSX offerings may collect data relating to malicious or potentially malicious code, attacks, and activities on Customer's network ("**Threat Intelligence Data**"). Threat Intelligence Data is collected by VMware for analysis and possible inclusion in a threat intelligence feed utilized by certain VMware NSX 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 Customer's and other customers' systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, Customer is deemed to have agreed that Threat Intelligence Data is not Customer's 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 or in published reports or research. The information provided via any threat intelligence feed is provided on an "AS-IS" and "AS-AVAILABLE" basis only.

NSX Intelligence Data. If Customer uses the VMware NSX Intelligence feature included with Customer's purchase of certain VMware NSX offerings, the following terms apply:

VMware NSX Intelligence collects data relating to traffic flows, activities on Customer's network, and VMware NSX system configuration and state ("**NSX Intelligence Data**"). VMware may use NSX Intelligence Data for analysis, verification, and enhancement of our products, including but not limited to enhancements to visualization, automated suggestions, and recommendation of network security policies and related configurations of VMware NSX offerings for Customer and for other customers. NSX Intelligence Data will be: (i) transformed to mask any information or general behavioral descriptions that can be used to identify any of Customer's systems or other customers' systems; or (ii) anonymized and made un-attributable to any customer or individual. VMware may distribute NSX Intelligence Data at its discretion as part of other products or in published reports or research. By using NSX Intelligence, Customer agrees that NSX Intelligence Data is not Customer's Content. The recommendations and suggestion provided by NSX Intelligence are provided on an "AS-IS" and "AS-AVAILABLE" basis only without any indemnification, support, or warranty of any kind, express or implied.

3.17 VMware NSX Gateway Firewall

License Notes

Customer may use the Software (1) on Physical Cores to run up to the number of Cores for which Customer has paid the applicable license fees, provided that Customer must license all the Physical Cores on any Processor on which Customer run the Software; or (2) in a virtualized or hypervisor (VM) computing environment to allocate compute resources of up to the number of Cores for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

Restrictions on Use with Public Cloud Services. Customer must not (and must not allow Customer's Third-Party Agents to) use or deploy the Software on Public Cloud Services.

VMware NSX Advanced Threat Prevention to Gateway Firewall. In addition to the license notes above, if Customer purchases a license to VMware NSX Advanced Threat Prevention to Gateway Firewall, Customer's license is subject to the terms of Section 3.19 (VMware Advanced Threat Prevention to Gateway Firewall).

Customer's purchase of VMware NSX Gateway Firewall licenses includes an entitlement to use Tanzu Kubernetes Grid for the same term as the VMware NSX Gateway Firewall licenses solely to support the NSX Application Platform on one Tanzu Kubernetes Guest Cluster running on up to 8 Processors for each deployment instance of VMware NSX Gateway Firewall. Customer must request the Tanzu Kubernetes Grid entitlement on an annual basis.

Threat Intelligence Data Collection. Certain VMware NSX offerings may collect data relating to malicious or potentially malicious code, attacks, and activities on Customer's network ("**Threat Intelligence Data**"). Threat Intelligence Data is collected by VMware for analysis and possible inclusion in a threat intelligence feed utilized by certain VMware NSX 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 Customer's and other customers' systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, Customer is deemed to have agreed that Threat Intelligence Data is not Customer's 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 or in published reports or research. The information provided via any threat intelligence feed is provided on an "AS-IS" and "AS-AVAILABLE" basis only.

3.18 VMware NSX Threat Prevention to Distributed Firewall

License Notes

Customer may use the Software to monitor up to the number of Processors or Cores for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

Customer's purchase of VMware NSX Threat Prevention to Distributed Firewall licenses includes an entitlement to use Tanzu Kubernetes Grid for the same term as the VMware NSX Threat Prevention to Distributed Firewall licenses solely to support the NSX Application Platform on one Tanzu Kubernetes Guest Cluster running on up to 8 Processors for each deployment instance of VMware NSX Threat Prevention to Distributed Firewall. Customer must request the Tanzu Kubernetes Grid entitlement on an annual basis.

Restrictions on Use with Public Cloud Services. Customer must not (and must not allow Customer's Third-Party Agents to) use or deploy the Software on Public Cloud Services.

Core License Requirements. If Customer purchases the Software on a per-Core basis, Customer must purchase at least 16 Core licenses for each Processor on which Customer runs the Software.

Threat Intelligence Data Collection. Certain VMware NSX offerings may collect data relating to malicious or potentially malicious code, attacks, and activities on Customer's network ("**Threat Intelligence Data**"). Threat Intelligence Data is collected by VMware for analysis and possible inclusion in a threat intelligence feed utilized by certain VMware NSX 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 Customer's and other customers' systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, Customer is deemed to have agreed that Threat Intelligence Data is not Customer's 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 or in published reports or research. The information provided via any threat intelligence feed is provided on an "AS-IS" and "AS-AVAILABLE" basis only.

NSX Intelligence Data. If Customer uses the VMware NSX Intelligence feature included with Customer's purchase of certain VMware NSX offerings, the following terms apply:

VMware NSX Intelligence collects data relating to traffic flows, activities on Customer's network, and VMware NSX system configuration and state ("**NSX Intelligence Data**"). VMware may use NSX Intelligence Data for analysis, verification, and enhancement of our products, including but not limited to enhancements to visualization, automated suggestions, and recommendation of network security policies and related configurations of VMware NSX offerings for Customer and for other customers. NSX

Intelligence Data will be: (i) transformed to mask any information or general behavioral descriptions that can be used to identify any of Customer's systems or other customers' systems; or (ii) anonymized and made un-attributable to any customer or individual. VMware may distribute NSX Intelligence Data at its discretion as part of other products or in published reports or research. By using NSX Intelligence, Customer agrees that NSX Intelligence Data is not Customer's Content. The recommendations and suggestion provided by NSX Intelligence are provided on an "AS-IS" and "AS-AVAILABLE" basis only without any indemnification, support or warranty of any kind, express or implied.

NSX Threat Prevention Add-on for Hyperscalers. If Customer purchases the NSX Threat Prevention Add-on for Hyperscalers, Customer may only deploy the Software on within Public Cloud Services environments that are designated as "currently supported by VMware." Customer must not (and must not allow Customer's Third-Party Agents to) deploy the Software in Customer's on-premises environments.

3.19 VMware NSX Advanced Threat Prevention to Distributed Firewall

License Notes

Customer may use the Software to monitor up to the number of Processor or Cores for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

Customer's purchase of VMware NSX Advanced Threat Prevention to Distributed Firewall licenses includes an entitlement to use Tanzu Kubernetes Grid for the same term as the VMware NSX Advanced Threat Prevention to Distributed Firewall licenses solely to support the NSX Application Platform on one Tanzu Kubernetes Guest Cluster running on up to 8 Processors for each deployment instance of VMware NSX Advanced Threat Prevention to Distributed Firewall. Customer must request the Tanzu Kubernetes Grid entitlement on an annual basis.

Restrictions on Use with Public Cloud Services. Customer must not (and must not allow Customer's Third-Party Agents to) use or deploy the Software on Public Cloud Services.

Core License Requirements. If Customer purchases the Software on a per-Core basis, Customer must purchase at least 16 Core licenses for each Processor on which Customer runs the Software.

VMware Cloud Services. Customer's license to use VMware NSX Advanced Threat Prevention to Distributed Firewall includes a cloud service for user interface and analysis and storage of network traffic and artifacts for the same duration as Customer's Subscription Term. Customer's use of the cloud service is governed by the Cloud Services Exhibit.

Threat Intelligence Data Collection. Certain VMware NSX offerings may collect data relating to malicious or potentially malicious code, attacks, and activities on Customer's network ("**Threat Intelligence Data**"). Threat Intelligence Data is collected by VMware for analysis and possible inclusion in a threat intelligence feed utilized by certain VMware NSX 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 Customer's and other customers' systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, Customer is deemed to have agreed that Threat Intelligence Data is not Customer's 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 or in published reports or research. The information provided via any threat intelligence feed is provided on an "AS-IS" and "AS-AVAILABLE" basis only.

NSX Intelligence Data. If Customer uses the VMware NSX Intelligence feature included with Customer's purchase of certain VMware NSX offerings, the following terms apply:

VMware NSX Intelligence collects data relating to traffic flows, activities on Customer's network, and VMware NSX system configuration and state ("**NSX Intelligence Data**"). VMware may use NSX Intelligence Data for analysis, verification, and enhancement of our products, including but not limited to enhancements to visualization, automated suggestions, and recommendation of network security policies and related configurations of VMware NSX offerings for Customer and for other customers. NSX Intelligence Data will be: (i) transformed to mask any information or general behavioral descriptions that can be used to identify any of Customer's systems or other customers' systems; or (ii) anonymized and made un-attributable to any customer or individual. VMware may distribute NSX Intelligence Data at its discretion as part of other products or in published reports or research. By using NSX Intelligence, Customer agrees that NSX Intelligence Data is not Customer's Content. The recommendations and suggestion provided by NSX Intelligence are provided on an "AS-IS" and "AS-AVAILABLE" basis only without any indemnification, support or warranty of any kind, express or implied.

3.20 VMware NSX Advanced Threat Prevention to Gateway Firewall

License Notes

Customer may use the Software (1) on Physical Cores to run up to the number of Cores for which Customer has paid the applicable license fees, provided that Customer must license all the Physical Cores on any Processor on which Customer run the Software; or (2) in a virtualized or hypervisor (VM) computing environment to allocate compute resources of up to the number of Cores for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

Customer's purchase of VMware NSX Advanced Threat Prevention to Gateway Firewall licenses includes an entitlement to use Tanzu Kubernetes Grid for the same term as the VMware NSX Advanced Threat Prevention to Gateway Firewall licenses solely to support the NSX Application Platform on one Tanzu Kubernetes Guest Cluster running on up to 8 Processors for each deployment instance of VMware NSX Advanced Threat Prevention to Gateway Firewall. Customer must request the Tanzu Kubernetes Grid entitlement on an annual basis.

Restrictions on Use with Public Cloud Services. Customer must not (and must not allow Customer's Third-Party Agents to) use or deploy the Software on Public Cloud Services.

VMware Cloud Services. Customer's license to use VMware NSX Advanced Threat Prevention to Gateway Firewall includes a cloud service for user interface and analysis and storage of network traffic and artifacts for the same duration as Customer's Subscription Term. Customer's use of the cloud service is governed by the Cloud Services Exhibit.

Threat Intelligence Data Collection. Certain VMware NSX offerings may collect data relating to malicious or potentially malicious code, attacks, and activities on Customer's network ("**Threat Intelligence Data**"). Threat Intelligence Data is collected by VMware for analysis and possible inclusion in a threat intelligence feed utilized by certain VMware NSX 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 Customer's and other customers' systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, Customer is deemed to have agreed that Threat Intelligence Data is not Customer's 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 or in published reports or research. The information provided via any threat intelligence feed is provided on an "AS-IS" and "AS-AVAILABLE" basis only.

3.21 VMware NSX Network Detection and Response

Definitions

"Artifact" means a file, URL, or other indicator of compromise identified in network or email traffic by Customer the Software or by Customer for analysis.

"NDR Engine" means the subset of VMware Software that is responsible for analyzing content found on the network or email traffic.

License Notes

Customer may use the Software to analyze content on up to the number of Processors on the NDR Engine for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

Threat Intelligence Data Collection. Certain VMware NSX offerings may collect data relating to malicious or potentially malicious code, attacks, and activities on Customer's network ("**Threat Intelligence Data**"). Threat Intelligence Data is collected by VMware for analysis and possible inclusion in a threat intelligence feed utilized by certain VMware NSX 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 Customer's and other customers' systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, Customer is deemed to have agreed that Threat Intelligence Data is not Customer's 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 or in published reports or research. The information provided via any threat intelligence feed is provided on an “AS-IS” and “AS-AVAILABLE” basis only.

3.22 VMware NSX Defender

Definitions

“**Protected Users**” means the total number of Users within an organization who use or have the access to use the customer systems and networks on which Customer intend to use the Software. A Protected User who uses or has access to customer systems and networks across multiple devices is nonetheless counted as a single Protected User.

“**User**” means Customer’s employee, contractor or Third-Party Agent who has been authorized by Customer to use the Software in accordance with the terms of the License Agreement.

License Notes

If Customer purchased a license to VMware NSX Defender, Customer may use the Software to monitor up to the number of Protected Users for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer’s licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

VMware Cloud Services. If Customer purchases a cloud services version of VMware NSX Defender, Customer’s license includes a cloud service for user interface and analysis and storage of network traffic and artifacts for the same duration as Customer’s Subscription Term. Customer’s use of the cloud service is governed by the Cloud Services Exhibit.

Threat Intelligence Data Collection. Certain VMware NSX offerings may collect data relating to malicious or potentially malicious code, attacks, and activities on Customer’s network (“**Threat Intelligence Data**”). Threat Intelligence Data is collected by VMware for analysis and possible inclusion in a threat intelligence feed utilized by certain VMware NSX 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 Customer’s and other customers’ systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, Customer is deemed to have agreed that Threat Intelligence Data is not Customer’s 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 or in published reports or research. The information provided via any threat intelligence feed is provided on an “AS-IS” and “AS-AVAILABLE” basis only.

3.23 VMware NSX Detonator

Definitions

“**Artifact**” means a file, URL, or other indicator of compromise submitted by Customer to the Software for analysis.

License Notes

If Customer purchased a license to VMware NSX Detonator, Customer may use the Software to monitor up to the number of Artifacts for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer’s licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

Third Party Software Required. When the Software is deployed on Customer’s premises, Customer is responsible for the license and cost of any third-party software required to use and enable deployments of the Software’s Sandbox functionality (e.g., Microsoft Windows, Microsoft Office); and, Customer is not permitted to use the Software in the absence of such license(s). Information related to the third party software requirements is provided in the Documentation. If Customer access Lastline’s malicious Artifacts, Customer is solely responsible for providing all equipment and third-party software necessary for testing and researching the Artifact, including but not limited to, the secure and isolated lab environment.

VMware Cloud Services. If Customer purchases a cloud services version of VMware NSX Defender, Customer’s license includes a cloud service for user interface and analysis and storage of network traffic and artifacts for the same duration as Customer’s Subscription Term. Customer’s use of the cloud service is governed by the Cloud Services Exhibit.

Threat Intelligence Data Collection. Certain VMware NSX offerings may collect data relating to malicious or potentially malicious code, attacks, and activities on Customer’s network (“**Threat Intelligence Data**”).

Threat Intelligence Data is collected by VMware for analysis and possible inclusion in a threat intelligence feed utilized by certain VMware NSX 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 Customer's and other customers' systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, Customer is deemed to have agreed that Threat Intelligence Data is not Customer's 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 or in published reports or research. The information provided via any threat intelligence feed is provided on an "AS-IS" and "AS-AVAILABLE" basis only.

3.24 VMware Global Network Identities

Definitions

"DHCP Objects" means any DHCP scopes, IP Pools or Leases.

"DNS Objects" means any zones and any DNS records (the DNS Servers would be counted as Resource Entries unless Customer wants to exclude those for some reason).

"IPAM Objects" means IP address allocations or IP address assignments.

"Resource Entries" means any entry in the Resource System including DNS Servers.

"Resource Object" means a Resource Entry, a DHCP Object, a DNS Object, or an IPAM Object.

License Notes

If Customer purchased a license to VMware Global Network Identities, Customer may use the Software to monitor up to the number of Resource Objects for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

3.25 VMware Firewall

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

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

"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.

"Named User" means Customer's employee or Third Party Agent who has been authorized by Customer 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 Customer pursuant to a written contract with Customer.

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

General License Notes

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

Each edition of VMware Firewall includes entitlements to use different functionality and inclusions. For the edition of the Software Customer has purchased licenses for, Customer may only use the functionality for that edition as specified at <https://kb.vmware.com/s/article/89137>.

Customer's use of the evaluation VMware Firewall Software is only permitted in a non-production

environment and for a period of sixty (60) days.

Customer may use the Software to monitor up to the number of Cores for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

Export restrictions and restrictions on use of VMware Firewall Software. VMware Firewall 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 Firewall 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 Customer's 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. Customer is responsible for ensuring that Customer's proposed use of the VMware Firewall Software is not in violation of applicable United States or local law.

Use Case Specific Purchase Requirements

- When deploying VMware Firewall as a Gateway Firewall, Customer must purchase four (4) Cores of VMware Firewall to deploy one (1) Core of Gateway Firewall
- When deploying VMware Firewall as an agent for Bare Metal workloads, Customer may deploy four (4) Cores of Bare Metal for every (1) Core of VMware Firewall that Customer purchases.
- When deploying VMware Firewall on a DPU, Customer must purchase four (4) Cores of VMware Firewall to secure one (1) DPU.
- When deploying VMware Firewall to monitor of Desktop environments as outlined by VMware Firewall for Desktop, Customer may deploy 2.5 Concurrent Users for every (1) Core of VMware Firewall Customer purchases.

Core License Requirements. If Customer purchases the Software on a per-Core basis, Customer must purchase at least 16 Core licenses for each Processor on which Customer runs the Software.

Restrictions on Use with Public Cloud Services. Customer must not (and must not allow Customer's Third-Party Agents to) use or deploy the Software on Public Cloud Services.

APIs and Third Party Applications. Customer may use the APIs included with the Software only to integrate the Software with Customer's 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 Customer's payment of additional fees. Customer 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.

Threat Intelligence Data Collection. Certain VMware Firewall offerings may collect data relating to malicious or potentially malicious code, attacks, and activities on Customer's network ("**Threat Intelligence Data**"). Threat Intelligence Data is collected by VMware for analysis and possible inclusion in a threat intelligence feed utilized by certain VMware Firewall 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 Customer's and other customers' systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, Customer is deemed to have agreed that Threat Intelligence Data is not Customer's 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 or in published reports or research. The information provided via any threat intelligence feed is provided on an "AS-IS" and "AS-AVAILABLE" basis only.

VMware Security Intelligence Data. VMware Security Intelligence collects data relating to traffic flows, activities on Customer's network, and VMware system configuration and state ("**VMware Security Intelligence Data**"). VMware may use VMware Security Intelligence Data for analysis, verification, and enhancement of our products, including but not limited to enhancements to visualization, automated suggestions, and recommendation of network security policies and related configurations of VMware offerings for Customer and for other customers. VMware Security Intelligence Data will be: (i) transformed to mask any information or general behavioral descriptions that can be used to identify any of Customer's systems or other customers' systems; or (ii) anonymized and made un-attributable to any customer or individual. VMware may distribute VMware Security Intelligence Data at its discretion as part of other products or in published reports or research. By using VMware Security Intelligence, Customer agrees that VMware Security Intelligence Data is not Customer's Content. The recommendations and suggestion provided by VMware Security Intelligence are provided on an "AS-IS" and "AS-AVAILABLE" basis only without any indemnification, support, or warranty of any kind, express or implied.

Tool Box. Customer 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 License Agreement.

Edition-Specific License Notes

VMware Firewall with Advanced Threat Prevention. Customer's license includes a cloud service for user interface and analysis and storage of network traffic and artifacts for the same duration as Customer's Subscription Term. Customer's use of the cloud service is governed by the Cloud Services Exhibit.

VMware Firewall for Desktop. Customer may use the Software for up to the number of Concurrent Users or Named Users for which Customer has paid the applicable license fees when only used in Clusters running (i) virtual desktop virtual machines, including those desktops from VMware 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. For each Cluster that is running the Software, Customer must purchase a license for every Concurrent User or Named User using the Software in the Cluster.

4. MODERN APPLICATIONS

4.1 VMware Tanzu Kubernetes Grid Integrated Edition

Definitions

“**BOSH**” means an Open Source Software tool used to package, deploy, and manage cloud software. BOSH is distributed with but not embedded in VMware Tanzu Kubernetes Grid Integrated Edition.

“**BOSH Director**” means the server within BOSH.

“**Foundation**” means a single BOSH Director, Operations Manager, and a VMware Tanzu Kubernetes Grid Integrated Edition VM.

“**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. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer’s licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

In addition to the above license notes that apply to each Software component of the VMware Tanzu Kubernetes Grid Integrated Edition (except the license metric for those Software components).

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 Customer or anyone as part of a VMware product on a generally available basis.

VMware NSX-T Data Center Advanced Edition

Customer’s purchase of a license to VMware Tanzu Kubernetes Grid Integrated Edition includes a license to VMware NSX-T Data Center Advanced Edition. VMware NSX-T Data Center Advanced Edition is licensed as Subscription Software. Customer may use the Subscription Software for up to the number of Pods or Cores for which Customer has paid the applicable license fees.

The Subscription Term of Customer’s license to VMware NSX-T Data Center Advanced Edition will have the same Subscription Term as Customer’s license to VMware Tanzu Kubernetes Grid Integrated Edition. Customer may use the Subscription Software solely during the Subscription Term. Customer may only use the Subscription Software with VMware Tanzu Kubernetes Grid Integrated Edition. Customer may only use VMware NSX-T Data Center Advanced Edition with Kubernetes Clusters that have been deployed and managed by VMware Tanzu Kubernetes Grid Integrated Edition.

Upon expiration or termination of Customer’s license to the Subscription Software, Customer must promptly cease use of the Subscription Software 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. Customer 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: Customer agrees 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

Customer’s purchase of a license to VMware Tanzu Kubernetes Grid Integrated Edition includes a license to VMware Harbor Container Registry for PCF for the term of Customer’s license to VMware Tanzu Kubernetes Grid Integrated Edition.

The Subscription Term of Customer’s license to VMware Harbor Container Registry for PCF will have the same Subscription Term as Customer’s license to VMware Tanzu Kubernetes Grid Integrated Edition or Pivotal Container Service, as applicable. Customer may use the Subscription Software solely during the Subscription Term. Customer may only use the Subscription Software with VMware Tanzu Kubernetes Grid Integrated Edition or Pivotal Container Service. Upon expiration or termination of Customer’s licenses to the Subscription Software, Customer 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 Customer's license to VMware Harbor Container Registry for PCF is not (i) deployed with VMware Tanzu Kubernetes Grid Integrated Edition or Pivotal Container Service, and (ii) used with VMware Tanzu Kubernetes Grid Integrated Edition or Pivotal Container Service.

Operations Manager

Customer's purchase of a license to VMware Tanzu Kubernetes Grid Integrated Edition includes a license to Operations Manager for the Subscription Term of Customer's license to VMware Tanzu Kubernetes Grid Integrated Edition. Customer may only deploy and use Customer's license to Operations Manager with VMware Tanzu Kubernetes Grid Integrated Edition.

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

Velero. OSS Support for Velero requires Velero to be used with VMware Tanzu Kubernetes Grid Integrated Edition or Pivotal Container Service. VMware will not provide Support Services for any other uses of Velero.

4.2 VMware Tanzu Kubernetes Grid

Definitions

"Commercial Use" means any internal business use or any use by Customer in the functions of Customer's employment.

License Notes

Non-Commercial Use. Customer may install and use the Software for up to 100 Cores for Customer's own non-Commercial Use. The total number of Cores actively using the software at any given time must not exceed 100 without purchase of commercial use licenses.

Commercial Use. Customer may use the Software for up to the number of Processors or Cores for which Customer has paid the applicable license fees. The total number of Processors or Cores accessing or using the Software at any given time must not exceed the number of Processors or Cores for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

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 Customer or anyone as part of a VMware product on a generally available basis.

Public Cloud Services. If Customer license the Software on a per-Processor basis, Customer must run the Software on VMware vSphere and Customer may not use or deploy the Software on Public Cloud Services.

4.3 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. Customer set the number of Active Collaborators at time of initial subscription or renewal. Customer 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. 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.

“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 (2³⁰ 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.

“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

“Task” means a single process running on a single Container within the Foundation. Tasks run for a finite amount of time, then stop.

“Underlying Technology” means VMware Tanzu RabbitMQ, Redis For VMware Tanzu, and MySQL For VMware Tanzu when used to build Software, also available for purchase separately.

General License Notes

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

At the end of the Subscription Term, Customer may have the option to renew the Subscription Licenses. If Customer renew Customer agrees 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 Customer does not renew, the Subscription Licenses shall expire at the end of the Subscription Term. Upon expiration or termination of Customer’s licenses to the Subscription Software, Customer must promptly cease use of the Software, Documentation and Support Services and certify cessation of use to VMware. Customer’s Order for the Subscription Software may not be cancelled, and Customer is not entitled to any refunds.

VMware reserves the right to suspend Customer’s access to Support Services if Customer is in breach of any terms applicable to Customer (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: www.vmware.com/support/policies.

OSS for the Support-Only Offerings 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, Customer shall provide information to VMware in connection with Customer’s use of the Subscription Licenses. Customer agrees 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 Customer or anyone as part of a VMware product on a generally available basis.

Product Edition/Suite Specific License Notes

VMware Tanzu Application Service

If Customer purchases a license to VMware Tanzu Application Service, Customer may use the Software for up to the number of Application Instances or Cores for which Customer has paid the applicable license

fees. To run the Software, Customer must have validly licensed Operations Manager.

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

The Application Instance(s) or Core(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) or Cores. Underlying Technology used to build Operations Manager and sub-components is included, but does not count towards the number of licensed Application Instances or Cores.

Commercial Support for Spring includes Spring.io, Spring Cloud Data Flow for VMware Tanzu, Spring Cloud Gateway for VMware Tanzu, and Spring Cloud Services for VMware Tanzu.

Operations Manager

If Customer purchases a license to Operations Manager, Customer may use the Software for up to the number of Foundations for which Customer has paid the applicable license fees. Customer's license to Platform Automation Tools includes the right for 5 users to use Concourse and one (1) Operations Manager Foundation 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.

VMware Tanzu Build Service

If Customer purchases a license to VMware Tanzu Build Service (which includes Tanzu Buildpacks), Customer may use the Software for up to the number of Cores for which Customer has paid the applicable license fees. VMware may distribute third-party

VMware Tanzu GemFire

If Customer purchases a license to VMware Tanzu Gemfire, Customer may use the Software for up to the number of Cores for which Customer has paid the applicable license fees, which can be deployed as VMware Tanzu GemFire, VMware Tanzu GemFire for VMs, VMware Tanzu GemFire for Kubernetes, VMware GemFire Search, VMware GemFire for Redis Apps, VMware GemFire Management Console, or Redis for VMware Tanzu Application Service.

VMware Tanzu GemFire usage is measured by counting the number of Cores that are running GemFire Locators and GemFire Servers. Total usage is determined by counting all Cores across all environments running the VMware Tanzu GemFire Software.

VMware Spring Runtime

If Customer purchases a license to VMware Spring Runtime, Customer may use the Software for up to the number of Pods or Cores for which Customer has 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, VMware tc Server, OSS Support for Apache Tomcat, OSS Support for Apache HTTP/Web Server, 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], API Portal for VMware Tanzu, Spring Cloud Gateway for Kubernetes. All microservices deployed by Spring Cloud Data Flow (when licensed as a part of VMware Spring Runtime) each require a license to VMware Spring Runtime for the number of Pods or Cores being used by the microservices.

VMware Tanzu Greenplum

If Customer purchases a license to VMware Tanzu Greenplum, Customer may use the Software for up to the number of Cores for which Customer has paid the applicable license fees, which can be deployed as VMware Tanzu Greenplum [Bare Metal] or Greenplum Database by VMware Tanzu.

VMware Tanzu SQL

If Customer purchases a license to VMware Tanzu SQL, Customer may use the Software for up to the number of Cores for which Customer has paid the applicable license fees, which can be deployed as VMware Tanzu SQL with MySQL for VMs, VMware Tanzu SQL with MySQL for Kubernetes, VMware Postgres, VMware Tanzu SQL with Postgres for Kubernetes, Data Management for VMware Tanzu.

VMware SQL

If Customer purchases a license to VMware SQL, Customer may use the Software for up to the number of Cores for which Customer has paid the applicable license fees, which can be deployed as VMware SQL with MySQL for Kubernetes, VMware Postgres, or VMware SQL with Postgres for Kubernetes.

Redis for VMware Tanzu

If Customer purchases a license to Redis for VMware Tanzu, Customer may use the Software for up to the number of Service Instances for which Customer has paid the applicable license fees, which can be deployed as Redis for VMware Tanzu Application Service.

VMware Tanzu RabbitMQ

If Customer purchases a license to VMware Tanzu RabbitMQ, Customer may use the Software for up to the number of Cores for which Customer has paid the applicable license fees, which can be deployed as VMware Tanzu RabbitMQ, VMware Tanzu RabbitMQ for VMs, VMware Tanzu RabbitMQ for Kubernetes, or OSS Support for RabbitMQ.

Concourse for VMware Tanzu

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

VMware Tanzu Toolkit for Kubernetes

If Customer purchases a license to VMware Tanzu Toolkit for Kubernetes, Customer may use the Software for up to the number of Cores for which Customer has paid the applicable license fees. To run the Software, Customer must have validly licensed VMware Tanzu Kubernetes Grid.

Cloud Services

Customer's use of any VMware Tanzu cloud service is governed by the Cloud Services Exhibit.

4.4 VMware Tanzu Standard

License Notes

If Customer license the Software on a per-Processor basis, Customer may use the Software on a Server that contains up to the maximum number of Processors for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4. If Customer license the Software on a per-Core basis, Customer may use the Software for up to the number Cores for which Customer has paid the applicable license fees. The total number of Cores accessing or using the Software at any given time must not exceed the number of Cores for which Customer has paid the applicable license fees.

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

If Customer license the Software on a per-Processor basis, Customer must run the Software on VMware vSphere and Customer may not use or deploy the Software on Public Cloud Services.

VMware Tanzu Mission Control Standard. Customer's license to use VMware Tanzu Standard includes an entitlement to use the VMware Tanzu Mission Control Standard service offering for the same duration as Customer's Subscription Term. Customer's use of the VMware Tanzu Mission Control Standard service offering is governed by the Cloud Services Exhibit. The products in the VMware Tanzu Standard offering—including VMware Tanzu Mission Control Standard—are not licensed individually. Additional purchases (including overage charges or true-up purchases as may be described in the Terms of Service or relevant Service Offering Documentation) will be applicable to the entire VMware Tanzu Standard offering.

4.5 VMware Tanzu Application Platform

License Notes

Customer may use the Software for up to the number vCPUs for which Customer has paid the applicable license fees. Customer must purchase a license for each vCPU that is running the Software and any vCPUs running workloads that the Software is managing. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

4.6 VMware Tanzu Mission Control Self Managed

Definitions

"Commercial Use" means any internal business use or any use by Customer in the functions of Customer's employment.

For the cloud service version of VMware Tanzu Mission Control, refer to the Cloud Services Guide.

License Notes

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

Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

Non-Commercial Use. Customer may install and use the Software for up to 100 Cores for Customer's own non-commercial use. The total number of Cores actively using the software at any given time must not exceed 100 without purchase of commercial use licenses.

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

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 Customer or anyone as part of a VMware product on a generally available basis.

4.7 VMware Tanzu for Kubernetes Operations

License Notes

VMware Tanzu for Kubernetes Operations is sold as an "Infrastructure Unit" of infrastructure and developer-oriented Software and cloud service offerings. For each Infrastructure Unit that Customer purchase, Customer may use the following Subscription Software on up to one (1) Core:

- (1) VMware Tanzu Kubernetes Grid,
- (2) VMware Container Networking with Antrea for Tanzu Advanced,

For each Infrastructure Unit of VMware Tanzu for Kubernetes Operations that Customer purchase, Customer may use the following cloud service offerings to manage up to one (1) Core:

- (1) VMware Tanzu Service Mesh Advanced, and
- (2) VMware Tanzu Mission Control Advanced

For each Infrastructure Unit of VMware Tanzu for Kubernetes Operations that Customer purchase, Customer may use VMware Tanzu Observability for up to 20 Points Per Second (PPS).

Subscription Software. Each license note in the applicable section of this Product Guide for components of the VMware Tanzu for Kubernetes Operations are applicable to Customer's use of that respective Software and applicable edition when licensed as part of this VMware Tanzu for Kubernetes Operations.

Any Software included in VMware Tanzu for Kubernetes Operations is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

The VMware Container Networking with Antrea for Tanzu Advanced component in the VMware Tanzu for Kubernetes Operations offering is not licensed individually.

VMware Cloud Services. Customer's license to use VMware Tanzu Advanced includes an entitlement to use certain VMware cloud services for the same duration as Customer's Subscription Term. Customer's use of any VMware cloud service included in a Pack of VMware Tanzu Advanced is governed by the Cloud Services Exhibit.

VMware Tanzu for Kubernetes Operations (with Avi Load Balancer). If Customer purchases VMware Tanzu for Kubernetes Operations (with Avi Load Balancer), then, in addition to the entitlements listed above, Customer may use the VMware Avi Load Balancer Enterprise Subscription Software on up to 0.04 Service Units for each Infrastructure Unit that Customer purchase. Fractional entitlement for Service Units will be rounded up to the nearest whole number.

4.8 VMware Modern App Connectivity Bundle

License Notes

Any Software included in the VMware Modern App Connectivity Bundle is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

VMware Modern App Connectivity Bundle Enterprise

The VMware Modern App Connectivity Bundle is sold as a "Unit" of infrastructure and developer-

oriented Software and cloud service offerings. For each Unit that Customer purchase, Customer may use the following Subscription Software:

(1) VMware Avi Load Balancer Enterprise up to 4 Service Units,

For each Infrastructure Unit of the VMware Modern App Connectivity Bundle that Customer purchase, Customer may use the following cloud service:

(1) VMware Tanzu Service Mesh Advanced up to 100 Cores.

VMware Modern App Connectivity Bundle Enterprise Plus

In addition to the entitlements in the VMware Modern App Connectivity Bundle Enterprise Edition, each Unit of the VMware Modern App Connectivity Bundle Enterprise Plus Edition included an entitlement to use the following Subscription Software:

(1) VMware Container Networking Enterprise with Antrea, up to 100 Cores.

The VMware Container Networking Enterprise with Antrea component in the VMware Modern App Connectivity Bundle is not licensed individually.

VMware Cloud Services. Customer's license to use the VMware Modern App Connectivity Bundle includes an entitlement to use certain VMware cloud services for the same duration as Customer's Subscription Term. Customer's use of any VMware cloud services included in a Unit of the VMware Modern App Connectivity Bundle is governed by the Cloud Services Exhibit.

5. INFRASTRUCTURE AND OPERATIONS MANAGEMENT

5.1 VMware vCenter Server

Definitions

"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.

General License Notes

Customer 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.

Customer may transfer the Software between Customer's Servers, provided the same Software license may not run concurrently.

Product Edition/Suite Specific License Notes

VMware vCenter Server Foundation

Customer 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 Customer purchases a license to VMware vCenter Server as a part of the Essentials Kit, the following terms apply:

Customer 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. Customer 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.

Customer 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 License Agreement:

Customer may only download the number of copies of VMware vCenter Server Virtual Appliance that are reasonably necessary for Customer to exercise the license granted to Customer in the License Agreement.

5.2 VMware Aria Operations (formerly known as vRealize Operations)

Definitions

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

“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 to maintain an Active Connection, including active and idle session states, to their workspace or desktop through each endpoint device.

“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.

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

“Remote Desktop Services Host Virtual Machine” means a Microsoft Windows terminal services host virtual machine running a valid Microsoft Windows license, supporting Remote Desktop Session Host (RDSH) sessions.

“Terminal Services Session” means a Microsoft Windows terminal services session running a valid Microsoft Windows license.

“User” means Customer’s employee, contractor or Third-Party Agent who has been authorized by Customer to use the Software in accordance with the terms of the License Agreement.

General License Notes

For Customer’s license to each edition of the VMware Aria Operations, the number of permitted Processors (subject to the Processor Restriction detailed in Section 1.4) 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 Customer is provided with access to regulatory compliance content with the Software, Customer may only use such content if Customer 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. Customer may access and use only the features and functionality that correspond with the edition of Software Customer has validly licensed. Those features and functionality are detailed in the following link: www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/products/vmware-vrealize-operations-8.2-datasheet.pdf. Customer agrees to not access or use any feature or functionality of an edition of the Software to which Customer is not entitled based on the edition of Software Customer has 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 Customer upgraded to the current version of VMware Aria Suite or VMware vCloud Suite. Customer shall not deploy additional copies of VMware vRealize Hyperic beyond the original quantities to which Customer was entitled at the time of the upgrade.

VMware may make management packs for VMware Aria Operations available through the Aria Operations Management section of the VMware Marketplace located at <https://marketplace.cloud.vmware.com/?search=vrealize>. If Customer has licensed VMware Aria Operations Standard, Customer may only use the Software with “Standard Management Packs.” If Customer has licensed VMware Aria Operations Advanced, Customer may only use the Software with “Standard Management Packs” or “Advanced Management Packs.” If Customer has licensed VMware Aria Operations Enterprise, Customer may use the Software with any management packs. Customer’s use of management packs is subject to the terms and conditions applicable to each management pack.

Restrictions on Use of APIs. If Customer license the Software on a per-Operating-System-Instance-basis, Customer may use the Aria 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 Customer license the Software on a per-Processor-basis, Customer may not use the APIs to monitor objects.

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

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

If Customer licensed the Software on a per-Operating System Instance basis, Customer 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 VMware Horizon Environments: If Customer license the Software on a per-Processor-basis and such monitoring is permitted by Customer's edition of VMware Aria Operations as detailed below, Customer may use the Software to manage VMware Horizon objects. Each Processor of the Software may be used to monitor forty (40) Concurrent Users for the purpose of monitoring a VMware Horizon environment. If Customer license the Software on a per-Core-basis and such monitoring is permitted by Customer's edition of VMware Aria Operations as detailed below, Customer may use the Software to manage VMware Horizon objects. Each Core of the Software may be used to monitor four (4) Concurrent Users for the purpose of monitoring a VMware Horizon environment. If Customer license the Software on a per-OSI-basis and such monitoring is permitted by Customer's edition of VMware Aria Operations as detailed below, Customer may use the Software to manage VMware Horizon objects. Each OSI of the Software may be used to monitor four (4) Desktop Virtual Machine or Remote Desktop Services Host Virtual Machine for the purpose of monitoring a VMware Horizon environment.

Restrictions on Use with Public Clouds. Except as otherwise provided in the Product/Edition Specific License Notes below, Customer may not use the Software to monitor Public Cloud Services.

Product/Edition Specific License Notes

VMware Aria Operations Standard

In addition to the general license notes above, if Customer purchases a license to the VMware Aria Operations Standard, the following terms apply:

Customer may use the Software for up to the number of Processors (subject to the Processor Restriction detailed in Section 1.4) or Operating System Instances, as applicable, for which Customer has paid the applicable license fees.

Customer may only use the features and functionality made available to Customer as part of Customer's license of Aria Operations Standard, unless Customer upgrade to VMware Aria Operations Advanced or VMware Aria Operations Enterprise. Customer must not use vRealize Operations Management Pack Builder, native application monitoring capabilities, native operating system monitoring capabilities, or public cloud monitoring capabilities available in the Software.

VMware Aria Operations Advanced

In addition to the general license notes above, if Customer purchases a license to the VMware Aria Operations Advanced, the following terms apply:

Customer may use the Software for up to the number of Processors (subject to the Processor Restriction detailed in Section 1.4), Operating Systems Instances, or Concurrent Users for which Customer has paid the applicable license fees.

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

The Software includes applications monitoring capabilities and operating system monitoring capabilities. Customer must not use application monitoring capabilities available natively in the Software. Customer must not use public cloud monitoring available natively in the Software or through management packs.

VMware Aria Operations Enterprise

In addition to the general license notes above, if Customer purchases a license to the VMware Aria Operations Enterprise, the following terms apply:

Customer may use the Software for up to the number of Processors (subject to the Processor Restriction detailed in Section 1.4), Operating Systems Instances, or Concurrent Users for which Customer has paid the applicable license fees.

VMware Aria Operations may be enhanced with VMware or third party management packs for: (i) infrastructure monitoring, (ii) operating systems monitoring, (iii) container monitoring, (iv) application monitoring, (v) Horizon Monitoring and (vi) public cloud 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 Aria Operations Manager that is provided with the VMware Aria Operations.

If Customer license the Software on a per-Operating-System-Instance-basis, Customer 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 Aria Operations for IBM Power Systems

In addition to the general license notes above, if Customer purchases a license to VMware Aria Operations for IBM Power Systems, Customer may use the Software for up to the number of Cores for which Customer has paid the applicable license fees.

5.3 VMware Aria Automation (formerly known as vRealize Automation)

Definitions

“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 Customer’s deployment of VMware Cloud on AWS.

General License Notes

VMware Aria 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 Aria Suite bundle on a per PLU basis.

If Customer purchases a license to VMware Aria Automation Advanced and Enterprise Editions, Customer may use VMware Aria Automation for up to the number of Operating Systems Instances for which Customer has 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 Aria 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 Aria Automation management. To remove an Operating Systems Instance from VMware Aria Automation management it must be deleted.

If Customer purchases a license to VMware Aria Automation as part of VMware Aria Suite, Customer may use VMware Aria Automation for up to the number of PLUs for which Customer has paid the applicable license fees for VMware Aria Suite.

Customer understands that any log files generated in order to obtain support from VMware may contain sensitive, confidential or personal information. Customer is 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 before sending them to VMware.

Product Edition/Suite Specific License Notes

VMware Aria Automation Standard Plus. If Customer purchases a license to VMware Aria Automation Standard Plus Edition, Customer may use the Software for up to the number of Operating Systems Instances for which Customer has paid the applicable license fees. Customer may only use the VMware Aria Automation Standard Plus Software to manage configurations of single systems identified by an IP address that is able to generate log messages (each, a **“Single System”**) (including but not limited to Virtual Machines, virtualized physical servers, storage arrays and network devices), each of which will be counted as one (1) OSI solely for the purposes of VMware Aria Automation Standard Plus.

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

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

VMware Lifecycle Manager

Customer’s license to use VMware Aria Automation includes an entitlement to use VMware Lifecycle Manager, provided with the VMware Aria Automation Software. If Customer purchases a license to VMware Aria Automation Advanced or Enterprise Editions, Customer may only use VMware Lifecycle Manager to manage the VMware Aria Automation Software. If Customer wish to use VMware Lifecycle Manager to manage any other VMware product, including VMware Aria Operations and VMware Aria Operations for Logs, Customer must purchase a separate license to use VMware Aria suite.

VMware Aria Orchestrator for Aria Automation

Customer's purchase of a license to VMware Aria Automation includes an entitlement to use VMware Aria Orchestrator for Aria 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.

Customer does not consume any VMware Aria 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.

VMware Aria Automation Config. For VMware Aria Automation version 8 or newer, Customer's license to use VMware Aria Automation includes an entitlement to manage the configurations of Virtual Machines using Aria Automation integrated functionality or to manage configurations of Single Systems directly (as described below) using VMware Aria Automation Config. The total number of Operating Systems Instances or Portable License Units for which Customer is managing the configurations using either VMware Aria Automation Config or Aria Automation integrated functionality cannot at any given time exceed the number of Operating Systems Instances or Portable License Units for which Customer has licensed VMware Aria Automation. Customer may only use the VMware Aria Automation Config Software to manage configurations of single systems identified by an IP address that is able to generate log messages (each, a "Single System") (including but not limited to Virtual Machines, virtualized physical servers, storage arrays and network devices), each of which will be counted as one (1) OSI solely for the purposes of VMware Aria Automation Config.

VMware Aria Automation for Secure Hosts. Customer may use the Software for up to the number of Processors (subject to the Processor Restriction detailed in Section 1.4) or Operating Systems Instances for which Customer has paid the applicable license fees. VMware Aria Automation for Secure Hosts is an add-on license. To use VMware Aria Automation for Secure Hosts with any Operating System Instance or Processor, Customer must have purchased a license to VMware Aria Automation for that Operating System Instance or Processor.

5.4 VMware vCloud Connector Core

Offline Data Transfer. Customer may use this feature only if Customer has 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 Customer regarding Offline Data Transfer.

5.5 VMware Aria Operations for Logs (formerly known as vRealize Log 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, including active and idle session states, to their workspace or desktop through each endpoint device.

"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 Aria Operations for Logs only, the definition of Operating Systems Instance also includes a single system identified by an IP address that is able to generate log messages, including but not limited to, virtualized physical servers, storage arrays and network devices.

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

"Remote Desktop Services Host Virtual Machine" means a Microsoft Windows terminal services host virtual machine running a valid Microsoft Windows license, supporting Remote Desktop Session Host (RDSH) sessions.

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

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

License Notes

Customer may use the Software for up to the number of Processors (subject to the Processor Restriction

detailed in Section 1.4) or Operating Systems Instances for which Customer has 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 Aria Operations for Logs online archive analysis, or additional members of a VMware Aria Operations for Logs cluster; or (ii) a centralized VMware Aria Operations for Logs 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 Customer or anyone as part of a VMware product on a generally available basis.

A license to use VMware Aria Operations for Logs 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 Aria Operations for Logs
- 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 Aria Operations for Logs, and
- single-sign-on functionality to access VMware products that support single-sign-on capabilities.

Aria Operations for Logs for VMware NSX. If Customer received access to the Software as part of Customer’s license to VMware NSX-V or NSX-T on a per-Processor basis, Customer is entitled to use the Software for one Processor for every Processor of VMware NSX for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4. If Customer received access to the Software as part of Customer’s license to VMware NSX for Desktop, Customer is entitled to use the Software for two Processors (subject to the Processor Restriction detailed in Section 1.4) for every 100 Concurrent Users of VMware NSX for Desktop for which Customer has paid the applicable license fees. If Customer received access to the Software as part of Customer’s license to VMware NSX on a per-Operating Systems Instance basis, Customer is entitled to use the Software for one Operating Systems Instance for every Operating Systems Instance of VMware NSX for which Customer has paid the applicable license fees so long as the license term to Customer’s VMware NSX license remains active. In each of these cases, Customer may use the Software to manage logs related to VMware NSX-V or NSX-T and VMware vSphere only. Customer is not entitled to any other content packs.

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

Log Files and Support Data. Customer acknowledges that correspondence, log files and other data generated in conjunction with either a request for support services or Customer’s 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, Customer acknowledges and agree that Customer’s Support Data may be collected, processed, stored and transferred in accordance with the VMware Aria Operations for Logs Installation and Administration Guide (docs.vmware.com/en/vRealize-Log-Insight/4.6/log-insight-administration-guide.pdf). Customer is 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.

Restrictions on Use with VMware Horizon Environments: If Customer license the Software on a per-Processor-basis, Customer may use the Software to manage VMware Horizon objects. Each Processor of the Software may be used to monitor forty (40) Concurrent Users for the purpose of monitoring a VMware Horizon environment. If Customer license the Software on a per-OSI-basis, Customer may use the Software to manage VMware Horizon objects. Each OSI of the Software may be used to monitor four (4) Desktop Virtual Machine or Remote Desktop Services Host Virtual Machine for the purpose of monitoring a VMware Horizon environment.

5.6 VMware Health Analyzer Collector

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

5.7 VMware Aria Operations for Network (formerly vRealize Network Insight / Cloud)

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.

“Network Device” is a 3rd party firewall, router, switch, or load balancer which are identified by IP address.

“Edge” means a single virtualized device that connects the Customer's network branches and data centers with secure and optimized overlay tunnels.

“Flow” is defined as a stream of packets, aggregated across individual sessions, with unique source IP address, destination IP address, IP protocol, and destination UDP/TCP port. A Flow can represent unidirectional or bidirectional communication.

“Non-VMware IP Endpoint” means any IP address that is discovered in Aria Operations for Networks 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.

“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.

General License Notes

All host Processors under management of ESXi hosted managed by vCenter (including clusters) must be licensed with NSX Enterprise Plus or Aria Operations for Networks Advanced or Aria Operations for Networks Enterprise.

Evaluation License. Notwithstanding the restrictions in the End User License Agreement, if Customer is using an Evaluation License for VMware Aria Operations for Networks Advanced or Aria Operations for Networks Enterprise, Customer 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. Customer acknowledges that both VMware Aria Operations for Networks Advanced and VMware Aria Operations for Networks Enterprise will automatically send log files to VMware unless Customer opt out of this feature. Customer may opt out of this feature during the Software installation or later by changing Customer's 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. Customer is responsible for ensuring Customer's 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 Customer's account, to provide customer support, advise Customer 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.

Product Edition License Notes

VMware Aria Operations for Networks Advanced. Customer may use VMware Aria Operations for Networks Advanced for up to the number of Processors, except as noted below with respect to VMware Aria Operations for Networks for Desktop, for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4. All VMware NSX licenses and support services are sold separately. Additionally, for each license for which Customer has paid the applicable fees Customer may use the Software to monitor one (1) Network Device. VMware Aria Operations for

Networks Advanced does not support VMware Aria Operations for Networks Assurance and Verification.

VMware Aria Operations for Networks Enterprise. Customer may use VMware Aria Operations for Networks Enterprise for up to the number of Processors, except as noted below with respect to VMware Aria Operations for Networks for Desktop, for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4. All VMware NSX licenses and support services are sold separately. Additionally, for each license for which Customer has paid the applicable fees Customer may use the Software to monitor one (1) Network Device. If Customer wish to monitor additional Network Devices, Customer may purchase VMware Aria Operations for Networks Assurance and Verification.

For VMware Aria Operations for Networks Enterprise, if Customer has purchased per-Processor licenses, Customer may use each per-Processor license: (1) on a single Processor (subject to the Processor Restriction detailed in Section 1.4) running VMware vSphere; (2) on a single Processor (subject to the Processor Restriction detailed in Section 1.4) running on the VMware Cloud on AWS cloud service offering (3) for up to fifteen (15) Non-VMware IP Endpoints in Customer's on-premise environment discovered from Device Flows; or (4) for up to sixteen (16) vCPUs to manage Customer's public cloud environment.

Licenses of VMware Aria Operations for Networks Enterprise may allow Customer to connect to third party APIs. Customer is responsible for arranging access to third party APIs, including the payment of any applicable fees to third party providers.

VMware Aria Operations for Networks Assurance and Verification. Customer may use the VMware Aria Operations for Networks Assurance and Verification Software for up to the number of Network Devices for which Customer has paid the applicable license fees.

VMware Aria Operations for Networks for Desktop. If Customer purchased a license to VMware Aria Operations for Networks for Desktop Advanced or Enterprise, Customer may use the Software for up to the number of Concurrent Users or Named Users for which Customer has paid the applicable license fees.

VMware Aria Operations for Networks for SD-WAN. Customer may use the Subscription Software up to the number of Edges for which Customer has paid the applicable fees for the Subscription Term. Customer may use the Software solely during the Subscription Term. Upon expiration of the Subscription Term, Customer must promptly cease use of the Software and Documentation.

Customer may only deploy the Aria Operations for Networks for SD-WAN product in conjunction with a deployment of VMware SD-WAN 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 Aria Operations for Networks Enterprise Edition in addition to the Aria Operations for Networks for SD-WAN add-on.

5.8 VMware Integrated OpenStack

Customer may use VMware Integrated OpenStack for up to the number of Processors for which Customer has paid the applicable Per-Processor license fees, subject to the Processor Restriction detailed in Section 1.4.

5.9 VMware Aria Operations for Integrations

Definitions

"Applications Module Server" means a single installation of application service on a non-virtualized physical server or a Virtual Machine.

"Connector Module Connector Object" means a single resource discovered and monitored by the connector management packs.

"Database Module Operating Instance" means a single installation of the database services on a non-virtualized physical server or a Virtual Machine.

"Network Module Switch or Device" means a single network device discovered and monitored by the networking management packs.

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

"Virtualization and Container Module VM or Node" means a single Virtual Machine or container Node.

"VMware True Visibility Technology Module" means a group of VMware True Visibility management packs sold together as like technologies to manage Connector Module Connector Object(s), Network Module Switch(es) or Device(s), Virtualization and Container Module VM(s) or Node(s), Database Module Operating Instance(s), or Applications Module Server(s)

License Notes

Customer may use the Software for up to the number of Processors (subject to the Processor Restriction detailed in Section 1.4), Operating Systems Instances, or VMware True Visibility Technology Modules for which Customer has paid the applicable license fees. If Customer license the Software as Subscription Software, Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must (1) promptly cease use of the Software and Documentation, and (2) delete or uninstall all Software and License Keys.

Customer must license the same number of Processors or Operating System Instances as Customer has licenses to VMware Aria Operations. Customer may not license different editions of VMware Aria Operations for Integrations, and such editions must be at the same or lower edition as Customer's licenses to VMware Aria Operations. For example, if Customer has licensed 100 VMware Aria Operations Advanced per-Processor licenses, then Customer must license 100 per-Processor licenses of VMware Aria Operations for Integrations Suite Advanced editions (but not Enterprise).

For VMware True Visibility Tech Module purchases, the underlying Operating System Instance or Processor of the object being managed must have a corresponding license to VMware Aria Operations in the same or higher edition as the VMware True Visibility Tech Module license.

Restrictions on Use with Public Cloud Services. Customer must not (and must not allow Customer's Third-Party Agents to) use or deploy the Software on Public Cloud Services.

6. SECURITY PRODUCTS

6.1 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

Customer may use the Software for up to the number of Secured Virtual Machines for which Customer has paid the applicable license fees, unless Customer purchases the Software as a part of the VMware vCloud Suite.

VMware vShield Endpoint. Customer may use this feature only as a part of Customer’s 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.

6.2 VMware Carbon Black

Definitions

“**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.

General License Notes

Customer may use the Software for up to the number of Endpoints for which Customer has paid the applicable license fees. If Customer license the Software as Subscription Software, Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer’s licenses to the Subscription Software, Customer 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 Customer’s Endpoints). Unless otherwise specified in Customer’s Order or the License Agreement, Customer’s Order for the Software (whether Subscription Software or perpetual) may not be cancelled, and Customer is 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 Customer’s 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 Customer’s and other customers’ systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, Customer is deemed to have agreed that Threat Intelligence Data is not Customer’s 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 or in published reports or research. The information provided via any threat intelligence feed is provided on an “AS-IS” and “AS-AVAILABLE” basis only.

Canary Files. “**Canary Files**” are automatically-generated files that VMware Carbon Black Endpoint products may place on a customer’s system drive after installation of the Software. Canary Files contain specific content, and are designed to be monitored for unauthorized modification as an early warning sign of a possible malware infection.

Updates and Upgrades to On-Premises 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 Customer uses VMware Carbon Black Software, the Data Processing Addendum applies to the extent that VMware processes Personal Data on Customer’s behalf while 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, Customer may choose to refrain from utilizing the applicable functionality, in which case such processing will not occur. For a list of the Sub-processors that may process Customer's Personal Data, see [the Carbon Black Sub-processor List](#). If Customer would like to receive updates to this Sub-processor list, please visit <https://www.vmware.com/agreements/sub-processors.html>, and enable notifications for these Sub-processor lists. The Sub-processors list 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](#).

Product Edition/Suite Specific License Notes

VMware Carbon Black EDR for Engagements. If Customer purchases a license to VMware Carbon Black EDR for Engagement, Customer may use the Software on Customer's own behalf or on the behalf of another entity, on an unlimited number of Endpoints during any single Incident Response Investigation. Customer may only use the Software for up to the number of Incident Response Investigations at any one time during Customer's Subscription Term for which Customer has paid the applicable fees. The Software may only be used for the Purposes of Incident Response Investigation. The Software may not be installed for more than four (4) months in any single environment. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation. "**Incident Response Investigation**" means an investigation where Customer (i) provide investigation and incident response services as a result of security breaches, internal or external threats, or other potentially catastrophic security incidents, or (ii) to provide threat hunting, breach discovery, reconnaissance, and risk assessment services.

7. VMWARE SUITES

7.1 VMware Cloud Packs

License Notes

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

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

Customer must purchase at least 16 Core licenses for each Processor on which Customer runs the Software.

Product Edition/Suite Specific License Notes

Compute with Advanced Automation. Customer may use the VMware Compute with Advanced Automation Cloud Pack ("**CAA Cloud Pack**") for up to the number of Cores for which Customer has paid the applicable license fees. The CAA Cloud Pack consists of the following Software: vSphere Enterprise Plus, vCenter Server Standard, Tanzu Kubernetes Grid, and vRealize Suite Advanced.

HCI. Customer may use the VMware HCI Cloud Pack ("**HCI Cloud Pack**") for up to the number of Cores for which Customer has paid the applicable license fees. The HCI Cloud Pack consists of the following Software: vSphere Enterprise Plus, vCenter Server Standard, Tanzu Kubernetes Grid, vRealize Suite Standard, and vSAN Advanced.

HCI with Advanced Automation. Customer may use the VMware HCI with Advanced Automation Cloud Pack ("**HCIAA Cloud Pack**") for up to the number of Cores for which Customer has paid the applicable license fees. The HCIAA Cloud Pack consists of the following Software: vSphere Enterprise Plus, vCenter Server Standard, Tanzu Kubernetes Grid, vRealize Suite Advanced, and vSAN Advanced.

VMware Cloud Foundation. Customer may use the VMware Cloud Foundation Cloud Pack ("**VCF Cloud Pack**") for up to the number of Cores for which Customer has paid the applicable license fees. The VCF Cloud Pack consists of the following Software: vSphere Enterprise Plus, vCenter Server Standard, Tanzu Kubernetes Grid, vRealize Suite Enterprise, vSAN Enterprise, NSX Enterprise Plus, vRNI Enterprise add-on to NSX Enterprise Plus, and SDDC Manager for vSAN. Customer may not manage workloads running on Native Public Cloud (NPC) using the vRealize Suite Enterprise entitlement of the VCF Cloud Pack.

7.2 VMware vCloud Suite (Per Processor)

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 Customer uses the Software either: (1) on a single Processor (subject to the Processor Restriction detailed in Section 1.4) running vSphere; (2) on a single Processor (subject to the Processor Restriction detailed in Section 1.4) 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 Customer's 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.

Customer may use the VMware Aria Suite purchased as part of the VMware vCloud Suite for up to the number of Portable License Units for which Customer has paid the applicable license fees. For each Portable License Unit, Customer may deploy the VMware Aria 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, Customer may use the VMware Aria 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 1.4) that is running a copy of VMware vSphere licensed to Customer or in VMware Cloud on AWS. When consuming a Portable License Unit on a per Operating Systems Instance basis, Customer may use the VMware Aria Suite to manage up to 15 Operating Systems Instances deployed in: (i) a public cloud environment or (ii) third-party hypervisors

or physical servers or other non-vSphere systems. The use of any component in the VMware Aria 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 Orders. If Customer has purchased an uncapped or unlimited quantity of licenses to the VMware vCloud Suite under a VMware Enterprise Order or VMware Enterprise License Agreement (“**Enterprise Order**”), whether before or after VMware made the Portable License Unit generally available for purchase, the uncapped or unlimited feature of that Enterprise Order applies to the number of Portable License Units deployed on a per Processor basis. Under that license grant Customer is 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 deployment period under that license grant. For example, if under Customer’s uncapped or unlimited Enterprise Order Customer is managing Virtual Machines on 100 Processors running a copy of VMware vSphere licensed to Customer, the maximum number of Operating Systems Instances Customer is authorized to manage with any Software components of VMware Aria Suite is 1,500. The number is 1,500 because, in this example, Customer is limited to 100 Portable License Units to be deployed on a per Operating Systems Instance basis, and each Portable License Unit entitles Customer to manage up to 15 Operating Systems Instances. This paragraph applies only to an uncapped or unlimited license grant in an Enterprise Order.

If Customer downgrade the version of VMware vSphere from the version provided with the vCloud Suite, Customer may continue to use the Aria Suite in the vCloud Suite, provided that Customer complies with the terms of the License Agreement.

Customer must purchase support and subscription services for the vCloud Suite under the Services Terms to receive any upgrades or updates for the VMware applications in the vCloud Suite. If Customer purchases support and subscription services for the vCloud Suite, Customer 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 Customer will not be entitled to receive any support or subscription services for the VMware applications in the vCloud Suite on a standalone basis.

If Customer 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 Customer 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 Customer has purchased VMware vCloud Suite Standard, Advanced or Enterprise, Customer may use VMware vSphere Enterprise Plus for vCloud Suite on a Server that contains up to the maximum number of Processors for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4. If Customer exceed the number of Processors permitted under Customer’s license to VMware vSphere, Customer must purchase additional licenses for the same vCloud Suite edition under which Customer received VMware vSphere. Customer 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.

7.3 VMware vCloud Suite (Per Core)

Definitions

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

License Notes

The license notes in the section of this Product Guide applicable to each Software component in the VMware vCloud Suite apply to Customer’s 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.

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

Core License Requirements. If Customer purchases the Software on a per-Core basis, Customer must purchase at least 16 Core licenses for each Processor on which Customer runs the Software.

VMware Aria Suite (Per Core). Customer may use the VMware Aria Suite (Per Core) purchased as part of the VMware vCloud Suite for up to the number of Cores for which Customer has paid the applicable license fees. For each Core license that Customer has purchased Customer may run the Software as either a Core or an Operating System Instance. When consuming a Core license on a per Operating Systems Instance basis, Customer may use the VMware Aria Suite (Per Core) to manage 1 Operating Systems Instance deployed in: (i) a public cloud environment or (ii) third-party hypervisors or physical

servers or other non-vSphere systems. The use of any component in the VMware Aria 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.

VMware vSphere Enterprise Plus for vCloud Suite (Term). Customer may use VMware vSphere Enterprise Plus for vCloud Suite (Term) on a Server that contains up to the maximum number of Cores for which Customer has paid the applicable license fees. Customer will not be entitled to receive any support or subscription services for VMware vSphere Enterprise Plus for vCloud Suite (Term) on a standalone basis. Customer may not renew Customer's subscription license to VMware vSphere Enterprise Plus for vCloud Suite (Term) on a standalone basis.

VMware Log Insight. If Customer purchases the Software on a per-Core basis, Customer may only ingest 4GB of data per month per Core.

7.4 VMware vCloud Suite Subscription (Per Processor)

License Notes

The license notes in the section of this Product Guide applicable to each Software component in the VMware vCloud Suite apply to Customer's 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.

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

VMware vSphere Enterprise Plus for vCloud Suite (term based). If Customer has purchased VMware vCloud Suite Subscription Standard, Advanced or Enterprise, Customer may use VMware vSphere Enterprise Plus for vCloud Suite (term based) on a Server that contains up to the maximum number of Processors for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4. Customer will not be entitled to receive any support or subscription services for VMware vSphere Enterprise Plus for vCloud Suite on a standalone basis. Customer may not renew Customer's subscription license to VMware vSphere Enterprise Plus for vCloud Suite (term based) on a standalone basis. Customer's subscription license VMware vSphere Enterprise Plus for vCloud Suite (term based) may only be purchased or renewed as part of vCloud Suite Subscription.

VMware Aria Universal Suite. Customer's license to use VMware vCloud Suite Subscription includes an entitlement to use the VMware Aria Universal Suite cloud service for the same duration as Customer's Subscription Term. Customer's use of the VMware Aria Universal Suite cloud service is governed by the Cloud Services Exhibit.

7.5 VMware Aria Suite (Per Processor) (formerly known as 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 Customer uses the Software: (1) on a single Processor (subject to the Processor Restriction detailed in Section 1.4) running vSphere; (2) on a single Processor (subject to the Processor Restriction detailed in Section 1.4) running on VMware Cloud on AWS; or (3) to manage up to 15 Operating Systems Instances for a non-vSphere system.

License Notes

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

Customer may use the VMware Aria Suite for up to the number of Portable License Units for which Customer has paid the applicable license fees. For each Portable License Unit, Customer may deploy the VMware Aria 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, Customer may use the VMware Aria 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 1.4) that is running a copy of VMware vSphere licensed to Customer or in VMware Cloud on AWS. When consuming a Portable License Unit on a per Operating Systems Instance basis, Customer may use the VMware Aria Suite to manage up to 15 Operating Systems Instances deployed in: (i) a public cloud environment or (ii) third-party hypervisors or physical servers or other non-vSphere

systems. The use of any component in the VMware Aria 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.

If Customer license the Software on a Subscription basis, Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

Workspace ONE Access. Customer's license to VMware Aria Suite includes an entitlement to use VMware Workspace ONE Access (formerly VMware Identity Manager), but only for the following functionalities: (1) installation of VMware Aria Suite offerings through the VMware Aria Suite Lifecycle Manager Easy Installer (2) authentication of users for access to VMware Aria Suite (3) tenant and directory management for VMware Aria Suite administrators; and (4) Single-sign-on integration functionality with third-party, identity-management providers to allow third-party, identity-management providers' users to single-sign-on into VMware Aria Suite offerings.

7.6 VMware Aria Suite (Per Core) (formerly known as vRealize Suite)

Definitions

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

License Notes

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

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

For each Core license that Customer has purchased Customer may run the Software as either a Core or an Operating System Instance. When consuming a Core license on a per Operating Systems Instance basis, Customer may use the VMware Aria Suite to manage up to 1 Operating Systems Instance deployed in: (i) a public cloud environment or (ii) third-party hypervisors or physical servers or other non-vSphere systems. The use of any component in the VMware Aria 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.

Core License Requirements. Customer must purchase at least 16 Core licenses for each Processor on which Customer runs the Software.

Workspace ONE Access. Customer's license to VMware Aria Suite includes an entitlement to use VMware Workspace ONE Access (formerly VMware Identity Manager), but only for the following functionalities: (1) installation of VMware Aria Suite offerings through the VMware Aria Suite Lifecycle Manager Easy Installer (2) authentication of users for access to VMware Aria Suite (3) tenant and directory management for VMware Aria Suite administrators; and (4) Single-sign-on integration functionality with third-party, identity-management providers to allow third-party, identity-management providers' users to single-sign-on into VMware Aria Suite offerings.

VMware Log Insight. If Customer purchases the Software on a per-Core basis, Customer may only ingest 4GB of data per month per Core.

7.7 VMware Cloud Foundation

Definitions

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

"Cloud Foundation Instance" means a single environment managed by a single VMware SDDC instance in which Customer has 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.

"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 Customer pursuant to a written contract with Customer.

“Workload Domain” means logical units that carve up the compute, network, and storage resources of the Cloud Foundation system, and includes management domains.

General License Notes

Each license note in the applicable section of this Product Guide for the following VMware Software is applicable to Customer’s 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 Aria Suite (optional add-on); VMware Aria Operations for Network (optional add-on).

Restrictions on Use with Public Cloud Services. Customer must not (and must not allow Customer’s Third-Party Agents to) use or deploy the Software on Public Cloud Services.

VMware SDDC Manager and SDDC Manager for vSAN (each “SDDC Manager Software”). Except as noted below for VMware Cloud Foundation for Virtual Desktop Infrastructure, Customer may use the VMware SDDC Manager Software on a Server that contains up to the number of Processors for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4. Although each Cloud Foundation Instance is managed by a single SDDC Manager Software instance, Customer 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, Customer may use third-party NFS or fiber channel storage in lieu of VMware vSAN for the compute Workload Domain(s). Customer 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 Customer must license the same edition.

VMware vCenter Server. Customer must separately purchase a VMware vCenter Server license for each Workload Domain. Licenses to VMware vCenter Server are not included with any VMware Cloud Foundation bundle.

Product Edition/Suite Specific License Notes

VMware Cloud Foundation Remote Office Branch Office (“VMware Cloud Foundation ROBO”)

Notwithstanding the language above, if Customer purchases a license to VMware Cloud Foundation as a part of the VMware Cloud Foundation ROBO edition, the following terms apply:

Customer may only use VMware Cloud Foundation included in the VMware Cloud Foundation ROBO edition for up to the number of Virtual Machines Customer purchased. Customer may not use more than a single 25 Virtual Machine pack of the VMware Cloud Foundation ROBO edition in each Authorized Location. **“Authorized Locations”** means Customer’s remote physical locations but not including Customer’s on-line stores, Customer’s data centers, or similar types of locations. This restriction to a single 25 Virtual Machine pack does not apply to Virtual Machines that are used to host other VMware Software, provided that Customer has purchased a license to all applicable Software.

VMware Cloud Foundation for Virtual Desktop Infrastructure

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

Customer’s 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 with Tanzu Standard

In addition to the general license notes above, if Customer purchases a license to VMware Cloud Foundation with Tanzu, the following terms apply:

Customer may use the Software on a Server that contains up to the maximum number of Processors for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4.

Customer’s license to use VMware Cloud Foundation with Tanzu Standard includes either a one-year or 3-year subscription (unless another Subscription Term is specified in Customer’s Order) to VMware Tanzu Standard. VMware Tanzu Standard includes an entitlement to a VMware cloud service. Each license note in the VMware Tanzu Standard section of this Product Guide, including the notes related to the VMware cloud service, applies to Customer’s use of VMware Tanzu Standard.

Network and App Security Bundle for VMware Cloud Foundation

Each license note in the applicable section of this Product Guide for the following Subscription Software licensed on a per-Processor basis is applicable to Customer's use of that respective Software: VMware NSX Advanced Threat Prevention and VMware Avi Load Balancer. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

VMware Advanced Security for Cloud Foundation

Each license note in the applicable section of this Product Guide for the following Subscription Software licensed on a per-Processor basis is applicable to Customer's use of that respective Software: VMware NSX Advanced Threat Prevention and VMware Avi Load Balancer. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

Customer's license to use VMware Advanced Security for Cloud Foundation also includes either a one-year or 3-year subscription (unless another Subscription Term is indicated in Customer's Order) to VMware Carbon Black Cloud Workload Advanced cloud service. Customer may use the VMware Carbon Black Cloud Workload Advanced cloud service to monitor Endpoints (as defined in the applicable service description) on a Server that contains up to the number of Processors for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4. Customer's use of the VMware Carbon Black Cloud Workload Advanced cloud service is governed by the Cloud Services Exhibit.

7.8 VMware Cloud Foundation Subscription (Per Processor)

Definitions

"Cloud Foundation Instance" means a single environment managed by a single VMware SDDC instance in which Customer has deployed the Software.

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

License Notes

Each license note in the applicable section of this Product Guide for the following VMware Software is applicable to Customer's use of that respective Software and applicable edition when licensed as part of this VMware Cloud Foundation bundle: VMware NSX Platform; VMware vSAN; VMware vSphere. If anything in those sections of the Product Guide is inconsistent with this section, this section prevails.

The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation. Except for VMware Aria Cloud Universal Enterprise, Customer may not renew Customer's subscription license to any Subscription Software included in this VMware Cloud Foundation bundle on a standalone basis, and any Subscription Software included in this VMware Cloud Foundation bundle may only be purchased or renewed as part of VMware Cloud Foundation Subscription.

Restrictions on Use with Public Cloud Services. Customer must not (and must not allow Customer's Third-Party Agents to) use or deploy the Software on Public Cloud Services.

VMware-SDDC Manager for vSAN. Customer may use the VMware SDDC Manager for vSAN Software on a Server that contains up to the number of Processors for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4. Although each Cloud Foundation Instance is managed by a single SDDC Manager Software instance, Customer 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. Within any single Workload Domain Customer must license the same edition of VMware Cloud Foundation or VMware Cloud Foundation Subscription. Customer must not, and must not allow Customer's Third-Party Agents to, access, use or operate the VMware SDDC Manager Software on Public Cloud Services.

VMware vCenter Server. Customer must separately purchase a VMware vCenter Server license for each Workload Domain. Licenses to VMware vCenter Server are not included with VMware Cloud Foundation Subscription.

VMware Aria Cloud Universal. Customer's license to use VMware Cloud Foundation Subscription includes an entitlement to use the VMware Aria Cloud Universal cloud service for the same duration as Customer's Subscription Term. Customer's use of the VMware Aria Cloud Universal cloud service is governed by the Cloud Services Exhibit.

VMware Tanzu Standard. Customer's license to use VMware Cloud Foundation with Tanzu Standard includes a subscription to VMware Tanzu Standard for Customer's Subscription Term. VMware Tanzu Standard includes an entitlement to a VMware cloud service. Each license note in the VMware Tanzu Standard section of this Product Guide, including the notes related to the VMware cloud service, applies

to Customer's use of VMware Tanzu Standard.

VMware Cloud Foundation Subscription – 1 Year Convertible. If Customer purchases the VMware Cloud Foundation 1 Year Convertible Software, Customer may convert that Software as provided in the VMware Cloud Universal Program Guide available at www.vmware.com/agreements.

7.9 VMware Cloud Foundation Subscription (Per Core)

Definitions

“Cloud Foundation Instance” means a single environment managed by a single VMware SDDC instance in which Customer has deployed the Software.

“Workload Domain” means logical units that carve up the compute, network, and storage resources of the Cloud Foundation system, and includes management domains.

License Notes

Customer may use the VMware Cloud Foundation Subscription (Per Core) Software on up to the number of Cores for which Customer has paid the applicable license fees. Each license note in the applicable section of this Product Guide for the following VMware Software is applicable to Customer's use of that respective Software and applicable edition when licensed as part of this VMware Cloud Foundation bundle. If anything in those sections of the Product Guide is inconsistent with this section, this section prevails.

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

Core License Requirements. If Customer purchases the Software on a per-Core basis, Customer must purchase at least 16 Core licenses for each Processor on which Customer runs the Software.

Restrictions on Use with Public Cloud Services. Customer must not (and must not allow Customer's Third-Party Agents to) use or deploy the Software on Public Cloud Services.

VMware-SDDC Manager for vSAN. Customer may use the VMware SDDC Manager for vSAN Software on a Server that contains up to the number of Cores for which Customer has paid the applicable license fees. Although each Cloud Foundation Instance is managed by a single SDDC Manager Software instance, Customer 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. Within any single Workload Domain Customer must license the same edition of VMware Cloud Foundation or VMware Cloud Foundation Subscription. Customer must not, and must not allow Customer's Third-Party Agents to, access, use or operate the VMware SDDC Manager Software on Public Cloud Services. Notwithstanding the foregoing sentence, Customer may use third-party NFS or fiber channel storage in lieu of VMware vSAN for the compute Workload Domain(s). Customer 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 Customer must license the same edition.

VMware vCenter Server. Customer must use a VMware vCenter Server license for each Workload Domain in a Cloud Foundation Instance. Customers who purchase VMware Cloud Foundation Subscription (Per Core) after January 6, 2023, are entitled to VMware vCenter Standard solely for management of the VMware Cloud Foundation Subscription (Per Core) instances purchased after January 6, 2023. Customers who purchased VMware Cloud Foundation Subscription (Per Core) before January 6, 2023, or customers who wish to manage non-VMware Cloud Foundation Subscription (Per Core) instances must separately purchase a VMware vCenter Server license for each Workload Domain.

VMware Tanzu Standard. Customer's license to use VMware Cloud Foundation with Tanzu Standard includes a subscription to VMware Tanzu Standard for Customer's Subscription Term. VMware Tanzu Standard includes an entitlement to a VMware cloud service. Each license note in the VMware Tanzu Standard section of this Product Guide, including the notes related to the VMware cloud service, applies to Customer's use of VMware Tanzu Standard.

7.10 Server SAN Suite

Definitions

“Cluster” means a software grouping of Servers running vSphere for the purpose of resource sharing.

License Notes

VMware vSAN Advanced edition. Customer may use the Software in Clusters with up to the number of Processors for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4. The license notes for VMware vSAN in this Product Guide apply to Customer's use of the Software when licensed as part of this suite.

EMC ScaleIO. Customer's 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.

8. DESKTOP AND END USER COMPUTING

8.1 VMware ThinApp

Definitions

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

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

“**Named User**” means Customer’s single designated User.

“**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.

“**User**” means Customer’s employee, contractor or Third-Party Agent who has been authorized by Customer to use the Software in accordance with the terms of the License Agreement.

License Notes

Customer may use the Software internally to package Customer Application(s) solely to create ThinApps for end users within Customer’s enterprise or to designated employees of Customer’s designated customers, without any further redistribution rights, in accordance with the licensing terms of the Customer Application.

Customer 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.

Customer will display the following notice with each ThinApp: “Powered by VMware. Portions of this software contain VMware, Inc. technology. Copyright © 1999-2020 VMware, Inc. All Rights Reserved.”

Customer 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) Customer’s breach of the License Agreement; and (ii) Customer’s breach of the license terms and conditions of Customer Applications.

8.2 VMware ThinApp Virtualization Packager

Definitions

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

“**Device**” means any client hardware that enables an end user to run a ThinApp or the VMware ThinApp Virtualization Packager.

“**Named User**” means Customer’s single designated User.

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

“**User**” means Customer’s employee, contractor or Third-Party Agent who has been authorized by Customer to use the Software in accordance with the terms of the License Agreement.

License Notes

Customer may use the VMware ThinApp Virtualization Packager to create ThinApps for end users within Customer’s enterprise, without any further redistribution rights, in accordance with the licensing terms of the Customer Application. Customer 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 © 1999-2022 VMware, Inc. All Rights Reserved.”

8.3 VMware Workstation Pro

Definitions

“Commercial Use” means any internal business use or any use by Customer in the functions of Customer’s employment.

License Notes

VMware Fusion Pro. For each license of VMware Workstation Pro that Customer has purchased, Customer may use the Software on Windows or Linux operating systems or Customer may use VMware Fusion Pro on macOS operating systems. Customer’s use of VMware Fusion Pro is subject to Section 8.7.

Non-Commercial Use. Customer may install and use the Software for non-Commercial Use on up to three (3) computers for each license that Customer has purchased.

Commercial Use. Customer 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.

Customer 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.

VMware Tools. VMware Tools is a suite of utilities and drivers that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine in conjunction with a VMware hypervisor. Customer may not use VMware Tools with any other hypervisor. Customer may distribute the VMware Tools to third parties solely when installed in a Guest Operating System within a Virtual Machine. Customer is liable for compliance by those third parties with the terms and conditions of this License Agreement.

VMware Academic Program. 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 www.vmware.com/partners/academic/program-overview.html.

Limited Support and Subscription Services. Unless Customer has purchased additional VMware support and subscription services for the Software, VMware will provide Customer 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 Customer 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 at www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/support/vmware-complimentary-support-service-datasheet.pdf.

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

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

VMware Workstation Player. Customer may install and use VMware Workstation Player, for personal use, internal business use, or any use by Customer in the functions of Customer’s employment on the number of computers equal to the number of licenses purchased, provided that Customer 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. Customer’s use of VMware Workstation Player is subject to Section 8.5.

8.4 VMware Fusion Pro

Definitions

“Commercial Use” means any internal business use or any use by Customer in the functions of Customer’s employment.

“Mac Computer” means any Apple Inc.-branded products running some version of macOS.

General License Notes

VMware Workstation Pro. For each license of VMware Fusion Pro that Customer has purchased, Customer may install the Software on Mac Computers or Customer may install VMware Workstation Pro on Windows or Linux operating systems. Customer’s use of VMware Workstation Pro is subject to Section 8.6.

Non-Commercial Use. Customer may install and use the Software for non-Commercial Use on up to three (3) computers for each license the Customer has purchased.

Commercial Use. Customer may install and use VMware Pro on the number of computers that Customer owns or controls equal to the number of licenses purchased. Customer may not install or use the Software on multiple computers with a single license, even if the computers are not running the Software concurrently. Concurrent use of the Software by multiple users on a single computer is prohibited.

Customer 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.

VMware Tools. VMware Tools is a suite of utilities and drivers that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine in conjunction with a VMware hypervisor. Customer may not use VMware Tools with any other hypervisor. Customer may distribute the VMware Tools to third parties solely when installed in a Guest Operating System within a Virtual Machine. Customer is liable for compliance by those third parties with the terms and conditions of this License Agreement.

VMware Academic Program. 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 www.vmware.com/partners/academic/program-overview.html.

Limited support and subscription services. Unless Customer has purchased additional VMware support and subscription services for the Software, VMware will provide Customer 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 Customer 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 at www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/support/vmware-complimentary-support-service-datasheet.pdf.

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

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

8.5 VMware Workstation Player

Definitions

“Commercial Use” means any internal business use or any use by Customer in the functions of Customer’s employment.

License Notes

VMware Fusion Player. For each license of VMware Workstation Player that Customer has purchased, Customer may use the Software on Windows or Linux operating systems or Customer may use VMware Fusion Player on macOS operating systems. Customer’s use of VMware Fusion Player is subject to Section 8.6.

Non-Commercial Use. Customer may install and use VMware Workstation Player for Customer’s own non-Commercial Use.

Commercial Use. If Customer purchased licenses for VMware Workstation Player or if Customer obtains the Software as part of VMware Workstation Pro, Customer may install and use the Software for Commercial Use on the 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. Concurrent use of the Software by multiple users on a single computer is prohibited.

VMware Tools. VMware Tools is a suite of utilities and drivers that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine in conjunction with a VMware hypervisor. Customer may not use VMware Tools with any other hypervisor. Customer may distribute the VMware Tools to third parties solely when installed in a Guest Operating System within a Virtual Machine. Customer is liable for compliance by those third parties with the terms and conditions of this License Agreement.

VMware Academic Program. 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 www.vmware.com/partners/academic/program-overview.html.

VMware Embedded OEM Program. To embed the Software into Customer’s own product in order to sell a combined solution, Customer 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 www.vmware.com/partners/programs/alliances/oem.html.

Limited Support and Subscription Services. Unless Customer has purchased additional VMware support and subscription services for the Software and if Customer has purchased a license for Commercial Use, VMware will provide Customer 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 Customer 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 at www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/support/vmware-complimentary-support-service-datasheet.pdf. If Customer has not purchased a license for Commercial Use, VMware will not provide any Support Services for this Software.

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

Customer 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 Customer 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 Customer’s 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.

8.6 VMware Fusion Player

Definitions

“Commercial Use” means any internal business use or any use by Customer in the functions of Customer’s employment.

“Mac Computer” means any Apple Inc.-branded products running some version of macOS.

License Notes

VMware Fusion Player. For each license of VMware Fusion Player that Customer has purchased, Customer may install the Software on Mac Computers or Customer may install VMware Workstation Player on Windows or Linux operating systems. Customer’s use of VMware Workstation Player is subject to Section 8.5.

Commercial Use. If Customer purchased licenses for VMware Fusion Player, Customer may install and use the Software for Commercial Use on the 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. Concurrent use of the Software by multiple users on a single computer is prohibited.

Non-Commercial Use. Customer may install and use VMware Fusion Player for Customer’s own non-Commercial Use. Customer must register for each non-Commercial license to VMware Fusion Player at www.vmware.com/go/get-fusionplayer-key.

VMware Tools. VMware Tools is a suite of utilities and drivers that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine in conjunction with a VMware hypervisor. Customer may not use VMware Tools with any other hypervisor. Customer may distribute the VMware Tools to third parties solely when installed in a Guest Operating System within a Virtual Machine. Customer is liable for compliance by those third parties with the terms and conditions of this License Agreement.

VMware Academic Program. 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 www.vmware.com/partners/academic/program-overview.html.

VMware Embedded OEM program. To embed the Software into Customer’s own product in order to sell a combined solution, Customer 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 www.vmware.com/partners/programs/alliances/oem.html.

Limited Support and Subscription Services. Unless Customer has purchased additional VMware support and subscription services for the Software and if Customer has purchased a license for Commercial Use, VMware will provide Customer 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 Customer 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 at www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/support/vmware-complimentary-support-service-datasheet.pdf. If Customer has not purchased a license for Commercial Use, VMware will not provide any Support Services for this Software.

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

Customer 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 Customer 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 Customer’s 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.

8.7 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.

“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.

“User” means Customer’s employee, contractor or Third-Party Agent who has been authorized by Customer to use the Software in accordance with the terms of the License Agreement.

License Notes

Customer may use the Software for up to the number of Concurrent Users for which Customer has 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.

Customer 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 Advanced for Desktop.

If Customer license the Software as Subscription Software, Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer’s licenses to the term Subscription Software, Customer must promptly cease use of the Software and Documentation.

VMware Aria Operations for Horizon requires two license keys to work: the VMware Aria Operations Manager key and an adapter key. The VMware Aria Operations Manager license key quantity will be a quantity of 1 regardless of whether it is sold in a 10- or 100-pack. The adapter license key quantity will align to either 10 or 100, corresponding to the pack purchased.

VMware Aria Operations for Horizon does not support Horizon 8 or newer releases.

8.8 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 Customer or by Customer’s Users.

“Named User” means Customer’s single designated User.

“Usage Data” means aggregated technical data about Customer’s use and Customer’s Users’ use of the Software and Customer’s 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 Customer’s employee, contractor or Third-Party Agent who has been authorized by Customer to use the Software in accordance with the terms of the License Agreement.

General License Notes

If Customer licensed the Software on a per Device basis, Customer may use the Software for up to the number of Devices specified in Customer’s Order. Customer may transfer the Software from Device to Device, if Customer does not exceed the total number of Devices specified in Customer’s Order. Customer may use the Software to monitor the Devices from an unlimited number of computers.

If Customer licensed the Software on a per Named User basis, Customer may use the Software for up to the number of Named Users for which Customer has 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.

If Customer purchased VMware AirWatch as Subscription Software, Customer may use the Software

solely during the Subscription Term. Upon expiration of the Subscription Term, Customer must promptly cease use of the Software and Documentation.

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

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

Usage Data. VMware may collect and process Usage Data to manage Customer's account, send Customer service-related notifications, bill Customer for purchased services, enforce compliance with this Agreement, facilitate the provisioning of updates, improve of the Software, better understand Customer's 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 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 General Data Protection Regulation 2016/679.

Usage Data Transfer. Customer agrees 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 supplemental terms and conditions located at: www.air-watch.com/downloads/legal/VMware-AirWatch-Third-Party-Supplemental-Terms.pdf.

Hosted Services. Customer 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 Customer's behalf, the necessary Software to allow communication, control functions or share content with Devices in a production environment via internet-based consoles.

Customer's use of VMware AirWatch Hosted Services is governed by the [Cloud Services Exhibit](#).

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

License Notes for VMware AirWatch Management Suites

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 Customer has purchased licenses for, Customer may only use the functionality for that VMware AirWatch Management Suite as specified at www.air-watch.com/downloads/resources/VMW-DS-Suite_Comparison-092016.pdf.

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

Workspace ONE Access. Customer's 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. Customer acknowledges 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 Customer opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Customer's personal information, including the name, phone number and email address of individual users. Customer is responsible for ensuring Customer's 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.

8.9 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.

“Named User” means Customer’s single designated User.

“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.

“User” means Customer’s employee, contractor or Third-Party Agent who has been authorized by Customer to use the Software in accordance with the terms of the License Agreement.

License Notes

Customer may use the Software for up to the number of Concurrent Users (which must be the same number of Concurrent Users who are connected to a virtual desktop powered by VMware Horizon) or Named Users for which Customer has paid the applicable license fees. Customer 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 Customer has purchased licenses for, Customer may only use the functionality for that edition as specified at 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 Customer has purchased licenses for VMware App Volumes Standard, Customer will also receive a license to use VMware Dynamic Environment Manager Enterprise for up to the same number of Concurrent Users or Named Users for which Customer has 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 Customer’s use of that Software with VMware App Volumes Standard, except for the license metric in that section.

VMware App Volumes Advanced

If Customer has purchased licenses for VMware App Volumes Advanced, Customer will also receive a license to use VMware Dynamic Environment Manager Enterprise for up to the same number of Concurrent Users or Named Users for which Customer has paid the applicable license fees for VMware App Volumes Advanced. Customer will also receive a license to use one (1) ThinApp Packager license per pack of VMware App Volumes Advanced for which Customer has paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which Customer 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 Customer’s use of that Software, except for the license metric specified in those sections.

8.10 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.

“Named User” means Customer’s single designated User.

“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.

“**User**” means Customer’s employee, contractor or Third-Party Agent who has been authorized by Customer to use the Software in accordance with the terms of the License Agreement.

License Notes

Customer may use the Software for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees. The Software may be used with Windows Desktop operating systems and Windows Server operating systems as detailed in the Documentation.

VMware Dynamic Environment Manager Standard

If Customer has purchased licenses for VMware Dynamic Environment Manager Standard Edition, Customer may only use the profile management features of the Software.

VMware Dynamic Environment Manager Enterprise

If Customer has purchased licenses for VMware Dynamic Environment Manager Enterprise Edition, in addition to the Features of VMware Dynamic Environment Manager Standard Customer may use the policy management features of the Software.

8.11 VMware Horizon Standard Edition/ VMware Horizon Term Standard Edition

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.

“**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.

“**User**” means Customer’s employee, contractor or Third-Party Agent who has been authorized by Customer to use the Software in accordance with the terms of the License Agreement.

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), Customer 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 Customer has 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 Customer has paid the applicable license fees for the VMware Horizon Standard Edition bundle. Customer’s 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 and desktop management and monitoring tools in connection with a Horizon environment. If Customer receives Customer’s licenses to vSphere Desktop from this VMware Horizon Standard Edition bundle, Customer may use the vSphere Desktop Software to host or monitor the virtual desktop infrastructure, which Virtual Machines will not require additional license fees.

vCenter Server

Customer’s 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 and desktop management and monitoring tools in connection with a Horizon environment.

ThinApp

Customer’s 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 Customer has paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which Customer paid the applicable Concurrent User license fees for the VMware Horizon Standard Edition bundle or the Horizon Standard Edition Add-on bundle. Only Customer's IT administrator may use the ThinApp Packager Software.

Workstation Pro

Customer's 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 Customer has paid the applicable license fees. Customer 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 Customer's IT administrator.

VMware Horizon Standard (No vSphere)

If Customer purchases the VMware Horizon Standard (No vSphere) bundle, Customer's purchase does not include VMware vSphere or VMware vCenter but includes all other components of the VMware Horizon Standard bundle.

Public Cloud Infrastructure

Unless otherwise agreed by VMware in writing, Customer may not use or install the Software on Public Cloud Infrastructure.

Horizon Term Standard Edition

In addition to the general license notes above, if Customer purchases a license to VMware Horizon Term Standard Edition, the following terms apply:

The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation. Unless otherwise specified in Customer's Order or License Agreement, Customer's Order for the Subscription Software may not be cancelled, and Customer is not entitled to any refunds. Customer may not use the Software on Public Cloud Infrastructure. Notwithstanding the foregoing, federal government customers (including the US federal government) and customers of Alibaba Cloud VMware Service ("ACVS") may deploy the Software on Public Cloud Infrastructure, provided that (1) Customer may not install vSAN Desktop, vSphere Desktop, or vCenter Server on any Public Cloud Infrastructure, and (2) ACVS customers may not deploy the Software on any Public Cloud Infrastructure other than ACVS. In the event of a conflict between these terms and the above general license notes, these terms will apply.

8.12 VMware Horizon Standard Plus Subscription

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.

"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.

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

License Notes

Customer may use each Software component of the VMware Horizon Standard Plus Subscription Edition bundle for up to the number of Concurrent Users for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation. Unless otherwise specified in Customer's Order or License Agreement, Customer's Order for the Subscription Software may not be cancelled, and Customer is not entitled to any refunds.

vSphere Desktop

The VMware Horizon Standard Plus Subscription Edition bundle includes a license to use VMware

vSphere Desktop for up to the total number of Concurrent Users for which Customer has paid the applicable license fees for the VMware Horizon Standard Plus Subscription Edition. Customer's 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 Plus Subscription Edition bundle and desktop management and monitoring tools in connection with a Horizon environment. If Customer receives Customer's licenses to vSphere Desktop from this VMware Horizon Standard Plus Subscription Edition bundle, Customer may use the vSphere Desktop Software to host or monitor the virtual desktop infrastructure, which Virtual Machines will not require additional license fees.

vCenter Server

Customer's use of VMware vCenter Server Desktop included in the VMware Horizon Standard Plus Subscription 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 Plus Subscription Edition and desktop management and monitoring tools in connection with a Horizon environment.

ThinApp

Customer's license to use the VMware Horizon Standard Plus Subscription Edition bundle includes a license to use one (1) ThinApp Packager per pack of the VMware Horizon Standard Plus Subscription Edition bundle for which Customer has paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which Customer paid the applicable Concurrent User license fees for the VMware Horizon Standard Plus Subscription Edition bundle. Only Customer's IT administrator may use the ThinApp Packager Software.

Workspace ONE Access Cloud

Customer's license to use the VMware Horizon Standard Plus Subscription Edition bundle includes an entitlement to use the Workspace ONE Access Cloud. Customer's use of Workspace ONE Access Cloud is governed by the Terms of Service. Customer may only use the Workspace ONE Access Cloud with virtual desktops and applications powered by VMware Horizon, Citrix XenApp, or Citrix XenDesktop. Customer acknowledges 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 Customer opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Customer's personal information, including the name, phone number and email address of individual users. Customer is responsible for ensuring Customer's 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.

Workstation Pro

Customer's license to use the VMware Horizon Standard Plus Subscription Edition bundle includes a license to use one VMware Workstation Pro license per pack of the VMware Horizon Standard Plus Subscription Edition bundle for which Customer has paid the applicable license fees. Customer may only use VMware Workstation Pro with the VMware ThinApp Packager provided with the applicable VMware Horizon Standard Plus Subscription Edition bundle, and that Software may only be used by Customer's IT administrator.

Virtualization Pack for Skype for Business

Customer's license to use the VMware Horizon Standard Plus Subscription Edition bundle includes a license to use Virtualization Pack for Skype for Business license per pack of the VMware Horizon Standard Plus Subscription Edition bundle for which Customer has paid the applicable license fees.

Virtualization Pack for Microsoft Teams

Customer's license to use the VMware Horizon Standard Plus Subscription Edition bundle includes a license to use Virtualization Pack for Microsoft Team license per pack of the VMware Horizon Standard Plus Subscription Edition bundle for which Customer has paid the applicable license fees.

VMware Workspace ONE Intelligent Hub App Catalog

Customer's license to use the VMware Horizon Standard Plus Subscription Edition bundle includes an entitlement to use the VMware Workspace ONE Intelligent Hub App Catalog service through Intelligent Hub browser. Customer may only use the VMware Workspace ONE Intelligent Hub App Catalog service with virtual desktops and applications powered by VMware Horizon, Citrix XenApp or Citrix XenDesktop, with packaged apps using ThinApp, and hosted versions of VMware Horizon service.

VMware Cloud Connector

Customer's license to use the VMware Horizon Standard Plus Subscription Edition bundle includes an entitlement to use the VMware Cloud Connector. The VMware Cloud Connector connects to the cloud-hosted Horizon Control Plane use of which is governed by the Terms of Service.

Public Cloud Infrastructure

Customer may deploy the Software on a single, VMware vSphere-based public cloud. Customer may not use or install the Software on any other Public Cloud Infrastructure.

8.13 VMware Horizon Advanced Edition/ VMware Horizon Advanced Term

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.

“Named User” means Customer’s single designated User.

“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.

“User” means Customer’s employee, contractor or Third-Party Agent who has been authorized by Customer to use the Software in accordance with the terms of the License Agreement.

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), Customer 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 Customer has 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 Customer has paid the applicable license fees for the VMware Horizon Advanced Edition bundle. Customer’s 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 and desktop management and monitoring tools in connection with a Horizon environment. If Customer receives Customer’s licenses to vSphere Desktop from this VMware Horizon Advanced Edition bundle, Customer may use the vSphere Desktop Software to host or monitor the virtual desktop infrastructure, which Virtual Machines will not require additional license fees.

vCenter Server

Customer’s 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 and desktop management and monitoring tools in connection with a Horizon environment.

ThinApp

Customer’s 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 Customer has paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which Customer paid the applicable Named User or Concurrent User license fees for the VMware Horizon Advanced Edition bundle. Only Customer’s IT administrator may use the ThinApp Packager Software.

Workstation Pro

Customer’s 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 Customer has paid the applicable license fees. Customer 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 Customer’s IT administrator.

Virtualization Pack for Skype for Business

Customer’s 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 Customer has paid the applicable license fees.

Virtualization Pack for Microsoft Teams

Customer's license to use the VMware Horizon Advanced Edition bundle includes a license to use Virtualization Pack for Microsoft Team license per pack of the VMware Horizon Advanced Edition bundle for which Customer has paid the applicable license fees.

Workspace ONE Access

Customer's license to use the VMware Horizon Advanced Edition bundle includes an entitlement to use the Workspace ONE Access feature. Customer may only use the Workspace ONE Access feature with virtual desktops and applications powered by VMware Horizon, Citrix XenApp or Citrix XenDesktop. Customer acknowledges 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 Customer opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Customer's personal information, including the name, phone number and email address of individual users. Customer is responsible for ensuring Customer's 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 Intelligent Hub App Catalog

Customer's license to use the VMware Horizon Advanced Edition bundle includes an entitlement to use the VMware Workspace ONE Intelligent Hub App Catalog service through Intelligent Hub browser. Customer may only use the Intelligent Hub browser with virtual desktops and applications powered by VMware Horizon, Citrix XenApp or Citrix XenDesktop, and with packaged apps using [ThinApp](#).

VMware Horizon Advanced (No vSphere)

If Customer purchases the VMware Horizon Advanced (No vSphere) bundle, Customer's purchase does not include VMware vSphere or VMware vCenter but includes all other components of the VMware Horizon Advanced bundle.

Public Cloud Services

Unless otherwise agreed by VMware in writing, Customer may not use or install the Software on Public Cloud Services.

Horizon Term Advanced Edition

In addition to the general license notes above, if Customer purchases a license to VMware Horizon Term Advanced Edition, the following terms apply:

The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation. Unless otherwise specified in Customer's Order or License Agreement, Customer's Order for the Subscription Software may not be cancelled, and Customer is not entitled to any refunds. Customer may not use the Software on Public Cloud Infrastructure. Notwithstanding the foregoing, federal government customers (including the US federal government) and Customers of Alibaba Cloud VMware Service ("ACVS") may deploy the Software on Public Cloud Infrastructure, provided that (1) Customer may not install vSAN Desktop, vSphere Desktop, or vCenter Server on any Public Cloud Infrastructure, and (2) ACVS customers may not deploy the Software on any Public Cloud Infrastructure other than ACVS. In the event of a conflict between these terms and the above general license notes, these terms will apply.

vSAN for Desktop

The VMware Horizon Term Advanced Edition bundle includes a license to use VMware vSAN Advanced Desktop for the Subscription Term for up to the total number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for VMware Horizon Term Advanced Edition bundle. Customer's use of VMware vSAN Advanced for Desktop is subject to section 3.5 of the Product Guide.

8.14 VMware Horizon Enterprise Edition/ Horizon Enterprise Term

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.

"Named User" means Customer's single designated User.

"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.

“User” means Customer’s employee, contractor or Third-Party Agent who has been authorized by Customer to use the Software in accordance with the terms of the License Agreement.

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), Customer may use each Software component for up to the number of Named Users or Concurrent Users for which Customer has 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 Customer has paid the applicable license fees for the VMware Horizon Enterprise Edition bundle. Customer’s 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 and desktop management and monitoring tools in connection with a Horizon environment. If Customer receives Customer’s licenses to vSphere Desktop from this VMware Horizon Enterprise Edition bundle, Customer may use the vSphere Desktop Software to host or monitor the virtual desktop infrastructure, which Virtual Machines will not require additional license fees.

vCenter Server

Customer’s 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 and desktop management and monitoring tools in connection with a Horizon environment.

ThinApp

Customer’s 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 Customer has paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which Customer paid the applicable Named User or Concurrent User license fees for the VMware Horizon Enterprise Edition bundle. Only Customer’s IT administrator may use the ThinApp Packager Software.

Horizon Enterprise for Windows and Linux

If Customer has purchased Concurrent User licenses for the VMware Horizon Enterprise Edition Bundle, for each Concurrent User Customer 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

Customer’s 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 Customer has paid the applicable license fees. Customer 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 Customer’s IT administrator.

Virtualization Pack for Skype for Business

Customer’s 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 Customer has paid the applicable license fees.

Virtualization Pack for Microsoft Teams

Customer’s license to use the VMware Horizon Enterprise Edition bundle includes a license to use Virtualization Pack for Microsoft Team license per pack of the VMware Horizon Enterprise Edition bundle for which Customer has paid the applicable license fees.

Session Collaboration

Customer’s 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 Customer has paid the applicable license fees.

Workspace ONE Access

Customer's license to use the VMware Horizon Enterprise Edition bundle includes an entitlement to use the Workspace ONE Access feature. Customer may only use the Workspace ONE Access feature with virtual desktops and applications powered by VMware Horizon, Citrix XenApp, or Citrix XenDesktop. Customer acknowledges 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 Customer opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Customer's personal information, including the name, phone number and email address of individual users. Customer is responsible for ensuring Customer's 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 Intelligent Hub App Catalog

Customer's license to use the VMware Horizon Enterprise Edition bundle includes an entitlement to use the VMware Workspace ONE Intelligent Hub App Catalog service through Intelligent Hub browser. Customer may only use the Intelligent Hub browser with virtual desktops and applications powered by VMware Horizon, Citrix XenApp or Citrix XenDesktop. and with packaged apps using ThinApp.

VMware Workspace ONE Enterprise Perpetual

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

Customer's 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 Customer has paid the applicable license fees for VMware Workspace ONE Enterprise Perpetual. Upon expiration or termination of Customer's license to VMware Workspace ONE Enterprise Perpetual, Customer must promptly cease use of VMware Horizon Enterprise Edition and Documentation.

VMware Horizon Enterprise (No vSphere)

If Customer purchases the VMware Horizon Enterprise (No vSphere) bundle, Customer's purchase does not include VMware vSphere or VMware vCenter but includes all other components of the VMware Horizon Enterprise bundle.

Public Cloud Infrastructure

Unless otherwise agreed by VMware in writing, Customer may not use or install the Software on Public Cloud Infrastructure.

Horizon Term Enterprise Edition

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

The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation. Unless otherwise specified in Customer's Order or License Agreement, Customer's Order for the Subscription Software may not be cancelled, and Customer is not entitled to any refunds. Customer may not use the Software on Public Cloud Infrastructure. Notwithstanding the foregoing, federal government customers (including the US federal government) and customers of Alibaba Cloud VMware Service ("ACVS") may deploy the Software on Public Cloud Infrastructure, provided that (1) Customer may not install vSAN Desktop, vSphere Desktop, or vCenter Server on any Public Cloud Infrastructure, and (2) ACVS customers may not deploy the Software on Public Cloud Infrastructure other than ACVS. In the event of a conflict between these terms and the above general license notes, these terms will apply.

vSAN for Desktop

The VMware Horizon Term Enterprise Edition bundle includes a license to use VMware vSAN Advanced Desktop for the Subscription Term for up to the total number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for VMware Horizon Term Enterprise Edition bundle. Customer's use of VMware vSAN Advanced for Desktop is subject to section 3.5 of the Product Guide.

8.15 VMware Horizon Enterprise Plus Subscription Edition

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.

“Named User” means Customer’s single designated User.

“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.

“User” means Customer’s employee, contractor or Third-Party Agent who has been authorized by Customer to use the Software in accordance with the terms of the License Agreement.

License Notes

Customer may use each Software component of the VMware Horizon Enterprise Plus Subscription Edition bundle for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer’s licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation. Unless otherwise specified in Customer’s Order or License Agreement, Customer’s Order for the Subscription Software may not be cancelled, and Customer is not entitled to any refunds.

vSphere Desktop

The VMware Horizon Enterprise Plus Subscription Edition bundle includes a license to use VMware vSphere Desktop for up to the total number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for the VMware Horizon Enterprise Plus Subscription Edition bundle. Customer’s 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 Plus Subscription Edition bundle and desktop management and monitoring tools in connection with a Horizon environment. If Customer receives Customer’s licenses to vSphere Desktop from this VMware Horizon Enterprise Plus Subscription Edition bundle, Customer may use the vSphere Desktop Software to host or monitor the virtual desktop infrastructure, which Virtual Machines will not require additional license fees.

vSAN for Desktop

The VMware Horizon Enterprise Plus Subscription Edition bundle includes a license to use VMware vSAN Advanced Desktop for the Subscription Term for up to the total number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for VMware Horizon Enterprise Plus Subscription Edition bundle. Customer’s use of VMware vSAN Advanced for Desktop is subject to section 3.5 of the Product Guide.

vCenter Server

Customer’s use of VMware vCenter Server Desktop included in the VMware Horizon Enterprise Plus Subscription 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 Plus Subscription Edition bundle and desktop management and monitoring tools in connection with a Horizon environment.

ThinApp

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

Horizon Enterprise for Windows and Linux

If Customer has purchased Concurrent User licenses for the VMware Horizon Enterprise Plus Subscription Edition Bundle, for each Concurrent User Customer 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

Customer’s license to use the VMware Horizon Enterprise Plus Subscription Edition bundle includes a license to use one (1) VMware Workstation Pro license per pack of the VMware Horizon Enterprise Plus Subscription Edition bundle for which Customer has paid the applicable license fees. Customer may only use VMware Workstation Pro with the VMware ThinApp Packager provided with the VMware Horizon Enterprise Plus Subscription Edition bundle, and such Software may only be used by Customer’s IT administrator.

Virtualization Pack for Skype for Business

Customer's license to use the VMware Horizon Enterprise Plus Subscription Edition bundle includes a license to use Virtualization Pack for Skype for Business license per pack of the VMware Horizon Enterprise Plus Subscription Edition bundle for which Customer has paid the applicable license fees.

Virtualization Pack for Microsoft Teams

Customer's license to use the VMware Horizon Enterprise Plus Subscription Edition bundle includes a license to use Virtualization Pack for Microsoft Team license per pack of the VMware Horizon Enterprise Plus Subscription Edition bundle for which Customer has paid the applicable license fees.

Session Collaboration

Customer's license to use VMware Horizon Enterprise Plus Subscription 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 Plus Subscription Edition for which Customer has paid the applicable license fees.

Workspace ONE Access Cloud

Customer's license to use the VMware Horizon Enterprise Plus Subscription Edition bundle includes an entitlement to use the Workspace ONE Access Cloud. Customer's use of Workspace ONE Access Cloud is governed by the Terms of Service. Customer may only use the Workspace ONE Access Cloud with virtual desktops and applications powered by VMware Horizon, Citrix XenApp, or Citrix XenDesktop. Customer acknowledges 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 Customer opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Customer's personal information, including the name, phone number and email address of individual users. Customer is responsible for ensuring Customer's 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 Intelligent Hub App Catalog

Customer's license to use the VMware Horizon Enterprise Plus Subscription Edition bundle includes an entitlement to use the VMware Workspace ONE Intelligent Hub App Catalog service through Intelligent Hub browser. Customer may only use the VMware Workspace ONE Intelligent Hub App Catalog service with virtual desktops and applications powered by VMware Horizon, Citrix XenApp or Citrix XenDesktop, with packaged apps using ThinApp, and hosted versions of VMware Horizon service.

VMware Cloud Connector

Customer's license to use the VMware Horizon Enterprise Plus Subscription Edition bundle includes an entitlement to use the VMware Cloud Connector. The VMware Cloud Connector connects to the cloud-hosted Horizon Control Plane use of which is governed by the Terms of Service.

Public Cloud Infrastructure

Customer may deploy the Software on a single, VMware vSphere-based public cloud. Customer may not use or install the Software on any other Public Cloud Infrastructure.

8.16 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.

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

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), Customer may use each Software component of the VMware Horizon for Linux bundle for up to the number of Concurrent Users for which Customer has 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 Customer has paid the applicable license fees for the VMware Horizon for Linux bundle. Customer's 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 and desktop management and monitoring tools in connection with a Horizon environment. If Customer receives Customer's licenses to vSphere Desktop from this VMware Horizon for Linux bundle, Customer may use the vSphere Desktop Software to host or monitor the virtual desktop infrastructure, which Virtual Machines will not require additional license fees.

vCenter Server

Customer's 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 and desktop management and monitoring tools in connection with a Horizon environment.

Public Cloud Infrastructure

Unless otherwise agreed by VMware in writing, Customer may not use or install the Software on Public Cloud Infrastructure.

8.17 VMware Workspace ONE

Definitions

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

"Named User" means Customer's single designated User.

"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.

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

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 Customer purchases a license to VMware Workspace ONE, the following terms apply to all components of the VMware Workspace ONE bundle:

Customer may use the Software for up to the number of Named Users or Devices for which Customer has paid the applicable license fees. For each Named User, Customer 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 Customer has licensed the Software on a per-Device basis, Customer 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 Customer purchased VMware Workspace ONE as Subscription Software, Customer may use the Software solely during the Subscription Term. Upon expiration of the Subscription Term, Customer must promptly cease use of the Software and Documentation.

Workspace ONE Access

Customer's license to use VMware Workspace ONE includes an entitlement to use the Workspace ONE Access feature. Customer may only use the Workspace ONE Access feature with VMware Workspace ONE. Customer acknowledges 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 Customer opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Customer's personal information, including the name, phone number and email address of individual users. Customer is responsible for ensuring Customer's 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

Customer 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. Customer must have an active support and subscription service contract to purchase and use either the Perpetual Hosting Service or the Managed Hosting Service.

If Customer has purchased the Perpetual Hosting Service or the Managed Hosting Service, Customer's use of those cloud services is governed by the Cloud Services Exhibit.

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

Data Processing Addendum. If Customer uses VMware Workspace ONE Access Software, the Data Processing Addendum applies to the extent that VMware processes Personal Data on Customer's behalf while providing the Software.

Sub-processors. VMware Workspace ONE Access Software may include embedded or optional functionality provided by third party Sub-processors. For any such optional functionality, Customer may choose to refrain from utilizing the applicable functionality, in which case such processing will not occur. For a list of the Sub-processors that may process Customer's Personal Data, see www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/support/vmware-workspace-one-subprocessor.pdf. If Customer would like to receive updates to this Sub-processor list, please go pages.cloud.vmware.com/sub-processor-communications, and enable notifications for these Sub-processor lists. The Sub-processors list 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](#).

Product Edition/Suite Specific License Notes

In addition to the general license notes above, if Customer purchases 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 Customer has purchased licenses for, Customer may only use the functionality for that edition as specified at www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/products/workspace-one/workspace-one-editions-comparison.pdf.

AirWatch Migration to Workspace ONE

Customer may migrate or convert Customer's license to VMware AirWatch Software to Workspace ONE Software if Customer has received a VMware migration offering or received a Workspace ONE product entitlement from VMware. The following terms apply to Customer's migration from VMware AirWatch Software to Workspace ONE Software:

Customer's use of Workspace ONE (including the applicable VMware AirWatch functionality Customer already use) is subject to the License Agreement and any legacy terms governing the VMware AirWatch functionality will no longer apply.

Customer is licensed to use VMware Workspace ONE Software for up to the same number of Named Users or Devices which Customer has paid the applicable license fees for VMware AirWatch Software.

Workspace ONE Application Access

As part of Customer's license to use Workspace ONE Application Access, Customer is entitled to use the Workspace ONE Access feature. Customer may only use the Workspace ONE Access feature with VMware Workspace ONE Application Access. Customer acknowledges 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 Customer opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Customer's personal information, including the name, phone number and email address of individual users. Customer is responsible for ensuring Customer's 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 Customer's license use VMware Workspace ONE Application Access, Customer is entitled to use functionality from VMware AirWatch Software for the distribution of mobile applications. Customer may not use the VMware AirWatch Software for the management of mobile devices. Section 8.8 (VMware

AirWatch) applies to Customer's use of VMware AirWatch Software.

Workspace ONE Standard and Workspace ONE Advanced

As part of Customer's license to use VMware Workspace ONE Standard or VMware Workspace ONE Advanced, Customer is entitled to use functionality from AirWatch for up to the same number of Named Users or Devices for which Customer has paid the applicable license fees for VMware Workspace ONE Standard or Workspace ONE Advanced and subject to the functionality entitlements referred to above. Section 8.8 (VMware AirWatch) applies to Customer's use of VMware AirWatch Software.

Workspace ONE Enterprise

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

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

Workspace ONE Enterprise Perpetual

As part of Customer's license to use VMware Workspace ONE Enterprise Perpetual, Customer is licensed to use VMware Horizon Enterprise Edition for up to the same number of Named Users for which Customer has paid the applicable license fees for VMware Workspace ONE Enterprise Perpetual and subject to the functionality entitlements referred to above.

VMware Advanced Monitoring powered by ControlUp

If Customer purchases the VMware Advanced Monitoring powered by ControlUp Software, Customer may use the Software for up to the number of Named Users for which Customer has paid the applicable license fees. If Customer license the Software as Subscription Software, Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must (1) promptly cease use of the Software and Documentation, and (2) delete or uninstall all Software and License Keys. Unless otherwise specified in Customer's Order or the License Agreement, Customer's Order for the Software (whether Subscription Software or perpetual) may not be cancelled and Customer is not entitled to any refunds.

Customer's use of the Software when hosted by VMware or its Sub-processor is also governed by the VMware Cloud Services Exhibit.

8.18 VMware Horizon Apps Standard /Horizon Apps Standard Term

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 Customer's single designated User.

"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.

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

License Notes

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

Workspace ONE Access

Customer's license to use the VMware Horizon Apps Standard Edition bundle includes an entitlement to use the Workspace ONE Access feature. Customer may only use the Workspace ONE Access feature with virtual desktops and applications powered by VMware Horizon, Citrix XenApp, or Citrix XenDesktop. Customer acknowledges 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 Customer opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Customer's personal information, including the name, phone number and email address of individual users. Customer is responsible for ensuring Customer's 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

Customer's license to use the VMware Horizon Apps Standard Edition bundle includes a license to use VMware vSphere Desktop for up to the total number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for the VMware Horizon Apps bundle. Customer's 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 Standard Edition bundle and management and monitoring tools in connection with a Horizon Apps environment. If Customer receives Customer's licenses to vSphere Desktop from this VMware Apps Standard Edition bundle, Customer may use the vSphere Desktop Software to host or monitor the virtual desktop infrastructure, which Virtual Machines will not require additional license fees.

vCenter Server

Customer's use of VMware vCenter Server Desktop included in the VMware Horizon Apps Standard Edition 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 Standard Edition bundle and management and monitoring tools in connection with a Horizon Apps environment.

ThinApp

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

Workstation Pro

Customer's license to use the VMware Horizon Apps Standard Edition bundle includes a license to use one (1) VMware Workstation Pro license per pack of the VMware Horizon Apps bundle for which Customer has paid the applicable license fees. Customer 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 Customer's IT administrator.

VMware Dynamic Environment Manager Enterprise

Customer's license to use the VMware Horizon Apps Standard Edition bundle includes a license to use VMware Dynamic Environment Manager Enterprise for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for the VMware Horizon Apps bundle.

VMware Workspace ONE Intelligent Hub App Catalog

Customer's license to use the VMware Horizon Apps Standard Edition bundle includes an entitlement to use the VMware Workspace ONE Intelligent Hub App Catalog service through Intelligent Hub browser. Customer may only use the Intelligent Hub browser with virtual desktops and applications powered by VMware Horizon, Citrix XenApp or Citrix XenDesktop. and with packaged apps using ThinApp.

Horizon Apps Standard Term Edition

In addition to the general license notes above, if Customer purchases a license to VMware Horizon Apps Term Standard Edition, the following terms apply:

The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation. Unless otherwise specified in Customer's Order or License Agreement, Customer's Order for the Subscription Software may not be cancelled, and Customer is not entitled to any refunds. Customer may not use the Software on Public Cloud Infrastructure. Notwithstanding the foregoing, federal government customers (including the US federal government) and Customers of Alibaba Cloud VMware Service ("ACVS") may deploy the Software on Public Cloud Infrastructure, provided that (1) Customer may not install vSAN Desktop, vSphere Desktop, or vCenter Server on any Public Cloud Infrastructure, and (2) ACVS customers may not deploy the Software on any Public Cloud Infrastructure other than ACVS. In the event of a conflict between these terms and the above general license notes, these terms will apply.

Public Cloud Infrastructure

Unless otherwise agreed by VMware in writing, Customer may not use or install the Software on Public

8.19 VMware Horizon Apps Advanced/ Horizon Apps Term Advanced Edition

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 Customer’s single designated User.

“**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.

“**User**” means Customer’s employee, contractor or Third-Party Agent who has been authorized by Customer to use the Software in accordance with the terms of the License Agreement.

License Notes

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

Workspace ONE Access

Customer’s license to use the VMware Horizon Apps Advanced Edition bundle includes an entitlement to use the Workspace ONE Access feature. Customer may only use the Workspace ONE Access feature with virtual desktops and applications powered by VMware Horizon, Citrix XenApp, or Citrix XenDesktop. Customer acknowledges 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 Customer opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Customer’s personal information, including the name, phone number and email address of individual users. Customer is responsible for ensuring Customer’s 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

Customer’s license to use the VMware Horizon Apps 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 Customer has paid the applicable license fees for the VMware Horizon Apps bundle. Customer’s 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 Advanced Edition bundle and management and monitoring tools in connection with a Horizon Apps environment. If Customer receives Customer’s licenses to vSphere Desktop from this VMware Horizon Apps Advanced Edition bundle, Customer may use the vSphere Desktop Software to host or monitor the virtual desktop infrastructure, which Virtual Machines will not require additional license fees.

vCenter Server

Customer’s use of VMware vCenter Server Desktop included in the VMware Horizon Apps Advanced Edition 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 Advanced Edition bundle and management and monitoring tools in connection with a Horizon Apps environment.

ThinApp

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

Workstation Pro

Customer's license to use the VMware Horizon Apps Advanced Edition bundle includes a license to use one (1) VMware Workstation Pro license per pack of the VMware Horizon Apps bundle for which Customer has paid the applicable license fees. Customer 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 Customer's IT administrator.

VMware Dynamic Environment Manager Enterprise

Customer's license to use the VMware Horizon Apps Advanced Edition bundle includes a license to use VMware Dynamic Environment Manager Enterprise for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for the VMware Horizon Apps Advanced Edition bundle.

VMware Workspace ONE Intelligent Hub App Catalog

Customer's license to use the VMware Horizon Apps Advanced Edition bundle includes an entitlement to use the VMware Workspace ONE Intelligent Hub App Catalog service through Intelligent Hub browser. Customer may only use the Intelligent Hub browser with virtual desktops and applications powered by VMware Horizon, Citrix XenApp or Citrix XenDesktop, and with packaged apps using ThinApp.

VMware App Volumes Enterprise

Customer's license to use the VMware Horizon Apps Advanced Edition bundle includes a license to the VMware App Volumes Enterprise (binary) for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for the VMware Horizon Apps bundle. Notwithstanding the restriction in the VMware App Volumes Enterprise license notes, Customer may use VMware App Volumes Enterprise received as part of the Horizon Apps Advanced Edition bundle in connection with a Horizon Apps environment.

Virtualization Pack for Skype for Business

Customer's 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 Customer has paid the applicable license fees.

Virtualization Pack for Microsoft Teams

Customer's license to use the VMware Horizon Apps Advanced Edition bundle includes a license to use Virtualization Pack for Microsoft Team license per pack of the VMware Horizon Apps Advanced Edition bundle for which Customer has paid the applicable license fees.

Horizon Term Advanced Edition

In addition to the general license notes above, if Customer purchases a license to VMware Horizon Apps Term Advanced Edition, the following terms apply:

The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation. Unless otherwise specified in Customer's Order or License Agreement, Customer's Order for the Subscription Software may not be cancelled, and Customer is not entitled to any refunds. Customer may not use the Software on Public Cloud Infrastructure. Notwithstanding the foregoing, federal government customers (including the US federal government) and Customers of Alibaba Cloud VMware Service ("ACVS") may deploy the Software on Public Cloud Infrastructure, provided that (1) Customer may not install vSAN Desktop, vSphere Desktop, or vCenter Server on any Public Cloud Infrastructure, and (2) ACVS customers may not deploy the Software on any Public Cloud Infrastructure other than ACVS. In the event of a conflict between these terms and the above general license notes, these terms will apply.

Public Cloud Services

Unless otherwise agreed by VMware in writing, Customer may not use or install the Software on Public Cloud Services.

8.24 VMware Horizon Apps Universal Subscription and Horizon Apps Standard 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 Customer's single designated User.

“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.

“User” means Customer’s employee, contractor or Third-Party Agent who has been authorized by Customer to use the Software in accordance with the terms of the License Agreement.

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), Customer may use each Software component for up to the number of Named Users or Concurrent Users for which Customer has 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 may not be used as part of this Software.

Customer 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. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer’s licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

VMware Horizon Service (Universal License)

Each license to the Horizon Apps Universal Subscription includes an entitlement to, at any time during the Subscription Term, either (i) deploy the Horizon Apps Universal Subscription Software, or (ii) access the VMware Horizon Service cloud service as described in the VMware Cloud Services Guide. For clarity, Customer’s entitlement to Horizon Apps Universal 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. Customer may not exceed the total number of Named Users or Concurrent Users (as applicable) of Customer’s purchased VMware Horizon Service entitlements.

For example, if Customer purchases 1,500 Horizon Service Named User entitlements, Customer 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.

Customer’s use of the VMware Horizon Service cloud service is governed by the Cloud Services Exhibit.

vSphere Desktop

Customer’s license to use VMware Horizon Apps Universal Subscription and VMware Horizon Apps Standard Subscription includes a license to use VMware vSphere Desktop for up to the total number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for VMware Horizon Apps Universal Subscription or VMware Horizon Apps Standard Subscription. Customer’s 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 VMware Horizon Apps Universal Subscription and VMware Horizon Apps Standard Subscription and management and monitoring tools in connection with a Horizon Apps environment. Customer may not use or install vSphere Desktop on Public Cloud Infrastructure. If Customer receives Customer’s licenses to vSphere Desktop from this VMware Horizon Apps Universal Subscription or VMware Horizon Apps Standard Subscription bundle, Customer may use the vSphere Desktop Software to host or monitor the virtual desktop infrastructure, which Virtual Machines will not require additional license fees.

vCenter Server

Customer’s use of VMware vCenter Server Desktop included in VMware Horizon Apps Universal Subscription and VMware Horizon Apps Standard Subscription 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 VMware Horizon Apps Universal Subscription and VMware Horizon Apps Standard Subscription and management and monitoring tools in connection with a Horizon Apps environment. Customer may not use or install vCenter Server on Public Cloud Infrastructure.

Workspace ONE Access

Customer’s license to use the VMware Horizon Apps Universal Subscription or VMware Horizon Apps Standard 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. Customer’s use of the Workspace ONE Access cloud service feature is governed by the Cloud Services Exhibit. Customer 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 Customer has an active license to the VMware Horizon Apps Universal Subscription or VMware Horizon Apps Standard Subscription bundle.

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

Customer acknowledges 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 Customer opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Customer's personal information, including the name, phone number and email address of individual users. Customer is responsible for ensuring Customer's 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 Dynamic Environment Manager Enterprise

Customer's license to use VMware Horizon Apps Universal Subscription or VMware Horizon Apps Standard Subscription includes a license to use VMware Dynamic Environment Manager Enterprise for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for VMware Horizon Apps Universal Subscription or VMware Horizon Apps Standard Subscription.

VMware Workspace ONE Intelligent Hub App Catalog

Customer's license to use VMware Horizon Apps Universal Subscription or VMware Horizon Apps Standard Subscription includes an entitlement to use the VMware Workspace ONE Intelligent Hub App Catalog service through Intelligent Hub browser. Customer may only use the VMware Workspace ONE Intelligent Hub App Catalog service with virtual desktops and applications powered by VMware Horizon, Citrix XenApp or Citrix XenDesktop, with packaged apps using ThinApp, and hosted versions of VMware Horizon service.

VMware App Volumes Enterprise

Customer's license to use VMware Horizon Apps Universal Subscription or VMware Horizon Apps Standard Subscription includes a license to VMware App Volumes Enterprise (binary) for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for VMware Horizon Apps Subscription. Notwithstanding the restriction in the VMware App Volumes Enterprise license notes, Customer may use VMware App Volumes Enterprise received as part of the VMware Horizon Apps Universal Subscription or VMware Horizon Apps Standard Subscription in connection with a Horizon Apps environment.

ThinApp

Customer's license to use the VMware Horizon Apps Universal Subscription and Horizon Apps Standard Subscription, includes a license to use one (1) ThinApp Packager per pack of the VMware Horizon Apps Universal Subscription or Horizon Apps Standard Subscription bundle for which Customer has paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which Customer paid the applicable Concurrent User license fees for the VMware Horizon Apps Universal Subscription and Horizon Apps Standard Subscription bundle. Only Customer's IT administrator may use the ThinApp Packager Software.

Workstation Pro

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

Virtualization Pack for Skype for Business

Customer's license to use VMware Horizon Apps Universal Subscription or VMware Horizon Apps Standard Subscription includes a license to use Virtualization Pack for Skype for Business license per pack of VMware Horizon Apps Subscription for which Customer has paid the applicable license fees.

Virtualization Pack for Microsoft Teams

Customer's license to use VMware Horizon Apps Universal Subscription or VMware Horizon Apps Standard Subscription includes a license to use Virtualization Pack for Microsoft Team license per pack of VMware Horizon Apps Universal Subscription or VMware Horizon Apps Standard Subscription for which Customer has paid the applicable license fees.

VMware Advanced Monitoring powered by ControlUp

If Customer purchases the VMware Advanced Monitoring powered by ControlUp Software, Customer may use the Software for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees. If Customer license the Software as Subscription Software, Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must (1) promptly cease use of the Software and

Documentation, and (2) delete or uninstall all Software and License Keys. Unless otherwise specified in Customer's Order or the License Agreement, Customer's Order for the Software (whether Subscription Software or perpetual) may not be cancelled, and Customer is not entitled to any refunds.

Customer's use of the Software when hosted by VMware or its Sub-processor is also governed by the Cloud Services Exhibit.

VMware Horizon Apps Universal Subscription (No vSphere)

If Customer purchases the VMware Horizon Apps Universal Subscription (No vSphere) bundle, Customer's purchase does not include VMware vSphere or VMware vCenter but includes all other components of the Horizon Apps Universal Subscription bundle.

VMware Cloud Connector

Customer's license to use VMware Horizon Apps Universal Subscription or VMware Horizon Apps Standard Subscription includes an entitlement to use the VMware Cloud Connector. Customer may only use the VMware Cloud Connector with VMware Horizon Apps Universal Subscription or VMware Horizon Apps Standard Subscription. The VMware Cloud Connector connects to the cloud-hosted Horizon Control Plane use of which is governed by the Cloud Services Exhibit.

8.25 VMware Horizon Universal Subscription

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.

"Named User" means Customer's single designated User.

"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.

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

License Notes

Customer may use each Software component for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees.

Customer 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. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

VMware Horizon Service (Universal License)

Each license to the Horizon Universal Subscription includes an entitlement to, at any time during the Subscription Term, either (i) deploy the Horizon Universal 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. Customer may not exceed the total number of Named Users or Concurrent Users (as applicable) of Customer's purchased VMware Horizon Service entitlement.

For example, if Customer purchases 1,500 Horizon Service Named User entitlement, Customer 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.

Customer's use of the VMware Horizon Service cloud service is governed by the Cloud Services Exhibit.

vSphere Desktop

VMware Horizon Universal Subscription includes a license to use VMware vSphere Desktop for up to the total number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for VMware Horizon Universal Subscription. Customer's 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 VMware Horizon Universal Subscription and desktop management and monitoring tools in connection with a Horizon environment. Customer may not use or install vSphere Desktop on Public Cloud Infrastructure. If Customer receives Customer's licenses to vSphere Desktop from this VMware Horizon Universal Subscription bundle, Customer may use the vSphere Desktop Software to host or monitor the virtual desktop infrastructure, which Virtual Machines will not require additional license fees.

vSAN for Desktop

VMware Horizon Universal Subscription includes a license to use VMware vSAN Advanced Desktop for the Subscription Term for up to the total number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for VMware Horizon Universal Subscription. Customer's use of VMware vSAN Advanced for Desktop is subject to section 3.5 of the Product Guide.

vCenter Server (included only in Horizon Universal Subscription)

Customer's use of VMware vCenter Server Desktop included in VMware Horizon Universal Subscription 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 VMware Horizon Universal Subscription and desktop management and monitoring tools in connection with a Horizon environment. Customer may not use or install vCenter Server on Public Cloud Infrastructure.

ThinApp

Customer's license to use the VMware Horizon Universal Subscription and , includes a license to use one (1) ThinApp Packager per pack of the VMware Horizon Universal Subscription or bundle for which Customer has paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which Customer paid the applicable Concurrent User license fees for the VMware Horizon Universal Subscription bundle. Only Customer's IT administrator may use the ThinApp Packager Software.

Workstation Pro

Customer's license to use the VMware Horizon Universal Subscription bundle includes a license to use one (1) VMware Workstation Pro license per pack of the VMware Horizon Universal Subscription bundle for which Customer has paid the applicable license fees. Customer may only use VMware Workstation Pro with the VMware ThinApp Packager provided with the VMware Horizon Universal Subscription bundle, and such Software may only be used by Customer's IT administrator.

Horizon Enterprise for Windows and Linux

If Customer has purchased Concurrent User licenses for the Horizon Universal Subscription bundle, for each Concurrent User Customer 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

Customer's license to use the Horizon Universal Subscription bundle includes a license to use Virtualization Pack for Skype for Business license per pack of the Horizon Universal Subscription bundle for which Customer has paid the applicable license fees.

Virtualization Pack for Microsoft Teams

Customer's license to use the Horizon Universal Subscription bundle includes a license to use the VMware Horizon Virtualization Pack for Microsoft Teams license per pack of the Horizon Universal Subscription bundle for which Customer has paid the applicable license fees.

Session Collaboration

Customer's license to use Horizon Universal 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 Customer has paid the applicable license fees.

Workspace ONE Access

Customer's license to use the Horizon Universal 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. Customer's use of the Workspace ONE Access cloud service feature is governed by the Cloud Services Exhibit. Customer 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 Customer has an active license to the Horizon Universal Subscription bundle. If the Workspace ONE Access cloud service feature validates that Customer does not have an active license to the Horizon Universal Subscription bundle, Customer must not and will not be able to access virtual desktops and applications powered by VMware Horizon.

Customer acknowledges 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 Customer opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Customer's personal information, including the name, phone number and email address of individual users. Customer is responsible for ensuring Customer's 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 Intelligent Hub App Catalog

Customer's license to use the Horizon Universal Subscription bundle includes an entitlement to use the VMware Workspace ONE Intelligent Hub App Catalog service through Intelligent Hub browser. Customer may only use the VMware Workspace ONE Intelligent Hub App Catalog service with virtual desktops and applications powered by VMware Horizon, Citrix XenApp or Citrix XenDesktop, with packaged apps using ThinApp, and hosted versions of VMware Horizon service.

VMware Advanced Monitoring powered by ControlUp

If Customer purchases the VMware Advanced Monitoring powered by ControlUp Software, Customer may use the Software for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees. If Customer license the Software as Subscription Software, Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer's licenses to the Subscription Software, Customer must (1) promptly cease use of the Software and Documentation, and (2) delete or uninstall all Software and License Keys. Unless otherwise specified in Customer's Order or the License Agreement, Customer's Order for the Software (whether Subscription Software or perpetual) may not be cancelled, and Customer is not entitled to any refunds.

Customer's use of the Software when hosted by VMware or its Sub-processor is also governed by the Cloud Services Exhibit.

VMware Horizon Universal Subscription (No vSphere)

If Customer purchases the VMware Horizon Universal Subscription (No vSphere) bundle, Customer's purchase does not include VMware vSphere or VMware vCenter but includes all other components of the VMware Horizon Universal Subscription bundle.

VMware Cloud Connector

Customer's license to use the Horizon Universal Subscription bundle includes an entitlement to use the VMware Cloud Connector. Customer may only use the VMware Cloud Connector with the Horizon Universal Subscription bundle. The VMware Cloud Connector connects to the cloud-hosted Horizon Control Plane use of which is governed by the Cloud Services Exhibit.

9. TELECOMMUNICATION SOLUTIONS

9.1 VMware Telco Cloud Service Assurance

Definitions

“**CNF Application**” means a network function container application that primarily facilitates the processing, flow or manipulation of network packets within Customer’s telecommunications core and access (RAN) networks but cannot be accessed by the end users of Customer’s telecommunications products and services.

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

“**NFV Application**” means a network function virtualized server application that primarily facilitates the processing, flow, or manipulation of network packets within Customer’s telecommunications core and access (RAN) networks but cannot be accessed by the end users of Customer’s telecommunications products and services.

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

License Notes

Customer may use the Software for up to the number of Telco Devices for which Customer has paid the applicable license fees or for up to the number of Processors for which Customer has paid the applicable license fees, subject to the Processor Restriction in Section 1.4.

If Customer uses VMware Telco Cloud Service Assurance to manage any Processor on a Cluster, Customer must purchase a license for all the Processors on the Cluster. A Processor is considered under VMware Telco Cloud Service Assurance management if a NFV or CNF instance is monitored by VMware Telco Cloud Service Assurance.

Customer may only use the features and functionality of the Software set forth in the Documentation, unless Customer receives written notice from VMware that Customer may use features or functionality not set forth in the Documentation.

Customer understands that any log files generated by the Software (which Customer may generate to obtain support from VMware) may contain sensitive, confidential, or personal information. Customer is solely responsible for taking the steps necessary to protect such data prior to sending it to VMware or any third party, including obfuscating or otherwise guarding such information.

9.2 VMware Telco Cloud Automation

Definitions

“**CNF Application**” means a network function container application that primarily facilitates the processing, flow or manipulation of network packets within Customer’s telecommunications core and access (RAN) networks but cannot be accessed by the end users of Customer’s telecommunications products and services.

“**Cluster**” means a software grouping of Servers running vSphere or a single Kubernetes compute host (single Server) for the purpose of resource sharing.

“**G-xNFM**” means a generic NFV Application or CNF Application lifecycle management function.

“**Network Service**” means a composition of NFV Application s and/or CNF Application s that form a service.

“**NFV Application**” means a network function virtualized server application that primarily facilitates the processing, flow or manipulation of network packets within Customer’s telecommunications core and radio access (RAN) networks but cannot be accessed by the end users of Customer’s telecommunications products and services.

“**S-xNFM**” means a specific (3rd party) NFV Application or CNF Application lifecycle management function.

License Notes

Processor Licenses. If Customer purchases the Software on a per-Processor basis, Customer may use the Software on a Server that contains up to the maximum number of Processors for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4.

Core Licenses. If Customer purchases the Software on a per-Core basis, Customer may use the Software on a Server that contains up to the maximum number of Cores for which Customer has paid the applicable

license fees. For the purposes of this Section 9.2, the definition of “Core” described in Section 1.1 is modified when hyperthreading is enabled so that one (1) vCPU is recognized as one (1) Core. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer’s licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation. Customer must purchase at least 16 Core licenses for each Processor on which Customer runs the Software.

General License Notes. If Customer uses VMware Telco Cloud Automation to manage any Processor or a Core on a Cluster, Customer must purchase a license for all the Processors or Core on the Cluster. A Processor or Core is considered under VMware Telco Cloud Automation management if a new NFV or CNF instance is provisioned under the G-xNFM module or chained to the network service (NS) from an existing S-xNFM connection.

Customer 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.

If Customer has an active support and subscription contract for Premier Support for Telco, VMware Telco Cloud Automation includes products with specific versions that have been validated against a reference architecture to maintain Premier Support for Telco. Those product versions might not be the latest available version of that product. Customer will not upgrade or downgrade to product versions that are different from the versions included in the VMware Telco Cloud Automation bundle. Further, Customer 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.

If at any time Customer ceases to be current on VMware Support and Subscription Services for the Software, Customer’s use of VMware Telco Cloud Automation may not receive the updates necessary to continue to function.

Customer understands that any log files generated to obtain support from VMware may contain sensitive, confidential, or personal information. Customer is solely responsible for taking the steps necessary to protect such data prior to sending it to VMware or any third party, including obfuscating or otherwise guarding such information.

Edition-Specific License Notes

Telco Cloud Automation RAN

If Customer license the Telco Cloud Automation RAN Software the following restriction applies in addition to the license notes above:

Customer will be given access to the full suite of VMware Telco Cloud Automation features and components, but Customer may only use the following features/components: SDDC Automation, CaaS Automation, xNFM (GxNFM), external interfaces (ETSI SOL), Infrastructure FM/PM and analytics, Dashboard- Capacity and Resource management planning, custom workflow support, VNF, multi-tenancy and RBAC, Platform Redundancy, Platform Operability (B&R, logging), and CI/CD integration.

9.3 VMware Telco Cloud Infrastructure

Definitions

“**NFV Application**” means a network function virtualized server application that primarily facilitates the processing, flow or manipulation of network packets within Customer’s telecommunications core network, but cannot be accessed by the end users of Customer’s telecommunications products and services.

License Notes

In addition to the above license notes that apply to each Software component of the VMware Telco Cloud Infrastructure bundle (except the license metric for those Software components), Customer may use the Software for up to the number of Processors for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4. Use of any Software included in the bundle will constitute use of a license for VMware Telco Cloud Infrastructure. Customer may use the VMware Telco Cloud Infrastructure software to deliver NFV Applications as a service to third parties via an internal or external network.

Restrictions on Use with Public Cloud Services. Customer must not (and must not allow Customer’s Third-Party Agents to) use or deploy the Software on Public Cloud Services.

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

of any kind.

9.4 VMware Telco Cloud Platform

Definitions

“**RAN Workloads**” means virtualized baseband functions – either Distributed Unit (DU) or Central Unit (CU) baseband processing.

General License Notes

In addition to the above license notes that apply to each Software component of the VMware Telco Cloud Platform bundle (except the license metric for those Software components), Customer may use the Software for up to the number of Processors for which Customer has paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.4.

Restrictions on Use with Public Cloud Services. Customer must not (and must not allow Customer’s Third-Party Agents to) use or deploy the Software on Public Cloud Services.

Product Edition Specific License Notes

Telco Cloud Platform RAN

In addition to the above license notes that apply to each Software component of the VMware Telco Cloud Platform RAN bundle (except the license metric for those Software components), Customer may use the Software on up to the number of Processor for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer’s licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

Customer may use only use the Software at physical locations that may be distributed or centralized. If Customer uses the Software at any single physical location with more than 6 Servers, each with a limit of 2 Processors (subject to the Processor Restriction detailed in Section 1.4), Customer must have RAN Workloads powered on and running on all of the Servers at all times. If Customer uses the Software at any single physical location with 6 Servers or fewer, each with a limit of 2 Processors (subject to the Processor Restriction detailed in Section 1.4), Customer must have RAN Workloads powered on and running on at least 1 of the Servers at all times.

Bare Metal Automation. If Customer purchases VMware Bare Metal Automation software as an optional add-on, the following terms apply: Customer may use the Software for up to the number of Processors for which Customer has paid the applicable license fees, subject to the Processor Restriction in Section 1.4. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of Customer’s licenses to the Subscription Software, Customer must promptly cease use of the Software and Documentation.

10. VMWARE EDGE

10.1 VMware Edge Compute Stack

Definitions

“Edge Instance” means a single non-data center object or cluster object running at an Edge Location, which is deployed using VMware vCenter Server.

“Edge Location” means Customer’s physical location(s), including but not limited to, retail stores, fulfillment centers, distribution centers, manufacturing factories, medical clinics or offices, branch offices, or power substations. Edge Location does not include facilities whose primary purpose is the hosting and the provision of compute services, such as data centers, colocation facilities, or Public Cloud Services.

License Notes

The license notes in the VMware Product Guide applicable to each Software component in the VMware Edge Compute Stack apply to Customer’s use of that component when purchased as part of the VMware Edge Compute Stack. All Software included in this VMware Edge Compute Stack may only be purchased and used as part of VMware Edge Compute Stack.

Notwithstanding anything in the VMware Product Guide, the Software included in the VMware Edge Compute Stack is licensed as Subscription Software, and Customer may use the Software solely during the Subscription Term. Customer’s Order for the Subscription Software may not be cancelled, and Customer is not entitled to any refunds.

Tanzu Add-On: Customer may purchase Tanzu Mission Control Advanced only with VMware Edge Compute Stack for use solely with VMware Edge Compute Stack.

Product Edition Specific License Notes

Each edition of VMware Edge Compute Stack includes entitlements to use different Software, functionality, and inclusions. For the edition of the VMware Edge Compute Stack purchased by Customer, Customer may only use the Software and functionality for that edition as specified in the VMware Edge Compute Stack datasheet.

11. VMWARE BLOCKCHAIN

11.1 VMware Blockchain

Definitions

“Client Node” means a single component of the Software running outside but connected to the Replica Network that provides an interface to applications. Client Nodes send command to the Replica Network and receive the results of executing these commands.

“Replica Network” consists of set of Replica Nodes that present a single, logical state machine to Client Nodes. The state machine is a deterministic smart contract execution engine. The state is represented in an authenticated key/value ledger.

“Replica Node” means a single component of the Software that uses a consensus mechanism to implement a state machine replication protocol and form a Replica Network. Replica nodes store the replicated State Machine and have a local key/value store.

License Notes

Customer may use the Software for up to the number of Client Nodes and Replica Nodes for which Customer has paid the applicable license fees.

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

Client Nodes. Customer may permit Customer’s customers to access, use and/or operate the Client Node; provided that Customer shall be fully responsible for Customer’s customers’ acceptance and compliance with the terms and conditions of this License Agreement, and any breach of the License by Customer’s customers shall be deemed to be a breach by Customer. For the avoidance of doubt, the use of the Client Node Software by Customer’s customers may not exceed the total amount of Client Nodes that Customer has purchased. Customer’s reporting requirements shall apply to Client Nodes

used by Customer’s customers.

12. VMWARE FREE SOFTWARE AND TOOLS

12.1 VMmark

Definitions

“**Template**” means (i) a template 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 template 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 Customer acquires 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 Customer 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: www.vmware.com/products/vmmark.html.

License Notes

Notwithstanding anything to the contrary in the License Agreement, the following terms apply to Customer’s use of the VMmark Software:

License Agreement. If Customer uses 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 License Agreement. The term “Software” in the License Agreement includes VMmark Software in all provisions of the License Agreement that are not in conflict with the VMware Free Software section of the Product Guide.

Limited License Grant. VMware grants to Customer 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 Customer’s 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 Customer’s use of the VMmark Software will not exceed the license fees, if any, paid by Customer for the VMmark Software licensed to Customer under the License Agreement. VMware may modify or terminate Customer’s license to the VMmark Software at any time.

Confidentiality. Customer must comply with the Confidential Information section of the License Agreement. 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. Customer 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). Customer 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 Customer monitors the VMmark Software, any resulting information is considered Confidential Information. Neither Customer nor any third party may use any information resulting from such monitoring to develop new products or services.

License Restrictions. Customer 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 License Agreement. Customer must not disassemble, reverse engineer, decompile, attempt to derive source code, or reduce to human perceivable form any portion of the VMmark Software. Customer 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 Customer’s product development or any commercial purpose.

JDK Terms. The VMmark Software contains the Oracle JDK 8 8u121 (“**JDK**”). Customer must not remove the JDK from the VMmark Software and must not redistribute it. Customer must not remove or alter any proprietary legends or notices contained in the JDK. The JDK is also subject to the restrictions and

12.2 VMware vCloud Usage Meter

Notwithstanding anything to the contrary in the License Agreement, the following terms apply to Customer's use of the VMware vCloud Usage Meter Software:

License Agreement. If Customer uses 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 License Agreement. The term "Software" in the License Agreement includes VMware vCloud Usage Meter in all provisions of the License Agreement that are not in conflict with the VMware Free Software section of the Product Guide.

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

Free Software License Terms. 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 Customer's use of VMware vCloud Usage Meter will not exceed the license fees, if any, paid by Customer for VMware vCloud Usage Meter licensed to Customer under the License Agreement. VMware may modify or terminate Customer's license to the VMware vCloud Usage Meter at any time.

12.3 VMware Full-Stack Assessment Analytics

If Customer licenses the VMware Full-Stack Assessment Analytics Software, the following restriction applies in addition to the license notes below:

Customer may only use the Software in connection with the following VMware products: VMware NSX, VMware Aria Automation and VMware Cloud Foundation.

Notwithstanding anything to the contrary in the License Agreement, the following terms apply to Customer's use of the VMware Full-Stack Assessment Analytics Software:

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

Limited License Grant. VMware grants to Customer a non-exclusive, non-transferable license (without the right to sublicense) to use VMware Full-Stack Assessment Analytics in accordance with the Documentation.

Free Software License Terms. VMware Full-Stack Assessment Analytics 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 Customer's use of VMware Full-Stack Assessment Analytics will not exceed the license fees, if any, paid by Customer for VMware Full-Stack Assessment Analytics licensed to Customer under the License Agreement. VMware may modify or terminate Customer's license to the VMware Full-Stack Assessment Analytics at any time.

12.4 VMware Horizon Partner Qualification Appliance

Notwithstanding anything to the contrary in the License Agreement, the following terms apply to Customer's use of the VMware Horizon Partner Qualification Appliance Software:

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

Limited License Grant. VMware grants to Customer a non-exclusive, non-transferable license (without the right to sublicense) to use VMware Horizon Partner Qualification Appliance in accordance with the Documentation.

Free Software License Terms. VMware Horizon Partner Qualification Appliance 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 Customer’s use of VMware Horizon Partner Qualification Appliance will not exceed the license fees, if any, paid by Customer for VMware Horizon Partner Qualification Appliance licensed to Customer under the License Agreement. VMware may modify or terminate Customer’s license to the VMware Horizon Partner Qualification Appliance at any time.

12.5 VMware Cloud on AWS Migration Assessment

If Customer uses the VMware Cloud on AWS Migration Assessment Software, the terms in this Section 12 (VMware Free Software and Tools) of the Product Guide will govern the deployment and use of the VMware Cloud on AWS Migration Assessment Software and control over any conflicting provisions in the License Agreement. The term “Software” in the License Agreement includes VMware Cloud on AWS Migration Assessment in all provisions of the License Agreement that are not in conflict with the VMware Free Software section of the Product Guide.

Free Software License Terms. VMware Cloud on AWS Migration Assessment 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 Customer’s use of VMware Cloud on AWS Migration Assessment Software will not exceed \$5000 USD. VMware may modify or terminate Customer’s license to the VMware Cloud on AWS Migration Assessment Software 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 www.vmware.com/support/policies.html.

License Notes

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

1. Customer’s license to the Software will terminate,
2. All features and functionalities of the Software will be deactivated.
3. Data collection and data transmission by the Software will cease, and
4. Data collected by the Software will not be used by VMware to provide Support Services.

Skyline participates in the Enhanced level of the Customer Experience Improvement Program as noted below.

13.2 Product and Customer Experience Improvement Programs

VMware’s Customer Experience Improvement Program (“**CEIP**”) provides VMware with information that enables VMware to improve its products and services, to fix problems, and to advise customers on how best to deploy and use VMware products and services. The data collected through the CEIP is separate from the configuration, performance, usage, and consumption data that VMware collects and uses to facilitate delivery of its on-premises Software (such as tracking entitlements, or providing infrastructure related support).

VMware has two levels of participation under the CEIP: Standard and Enhanced. Additional data is collected under the “Enhanced” participation level, as noted below, which enables VMware to provide better proactive and reactive support.

Customer can control Customer’s participation in the CEIP. For a list of on-premise Software 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: www.vmware.com/solutions/trustvmware/ceip-products.html.

Types of Data Collected. For customers participating in the CEIP, VMware regularly collects technical information about Customer’s use of VMware on-premises Software in association with Customer’s organization’s VMware license key(s). Depending on the nature of the on-premises Software, and whether the on-premises Software offers Standard and/or Enhanced participation levels, the technical information collected consists of all or any of the following data:

1. Configuration Data – Technical data about how Customer’s organization has configured VMware on-premises Software and related environment information. Examples include version information, configuration settings and technical data relating to the devices accessing the on-premises Software or third party applications or systems used in connection with the VMware on-premises Software.
2. Feature Usage Data – Data about how Customer’s organization uses VMware on-premises Software. Examples include details about which Software features Customer’s organization uses and metrics of user interface activity.
3. Performance Data – Data about the performance of VMware on-premises Software. Examples include metrics of the performance and scale of VMware on-premises Software, response times for user interfaces, and details about Customer’s API calls.
4. Product Logs – These are logs that are generated during the active deployment of VMware on-premises Software. Typically, product logs record systems events and state during product operations in a semi-structured or unstructured form. This data is only collected under the Enhanced participation level.

The information is collected in association with customer identifying information (e.g. customer assigned

license key(s), customer IDs, and entitlement account numbers relating to the customer) via a variety of automated means. Limited personal data may be collected, depending on the on-premises Software and level of participation (Standard or Enhanced). Typically, this personal data only identifies the customer IT administrator who operates the on-premises Software for the customer. Customers should not enter personal data or sensitive personal data (or any other information that may allow an individual to be identified) when naming systems such as their hosts, virtual machines, or dashboards. To the extent VMware collects personal data, VMware will process it in accordance with the Products and Services Privacy notice available here: www.vmware.com/help/privacy/products-and-services-notice.html.

Data Uses. The purposes for which VMware uses the data collected through the CEIP at both the Standard and Enhanced participation levels is as follows:

1. Recommendations – VMware uses information to make recommendations to its customers regarding how best to use the on-premises Software and recommendations to a specific customer to improve the health of the deployed product.
2. Product Improvement – VMware uses information to improve the products we offer to our customers such as:
 - a. To detect and fix bugs and understand product improvement opportunities.
 - b. To help prioritize future product roadmap features.
 - c. To analyze use of products and features across the customer base.
 - d. To improve support request resolution.
 - e. To prioritize the order in which certain configurations or features of the product should be tested.
 - f. To improve the product based on usage patterns across on-premises and hosted service offerings (e.g. comparison of the same components' performance and errors on-premise versus a hosted offering for best practices implementation).
 - g. To make pricing and packaging decisions (e.g. add/modify SKUs based on usage patterns).
3. Customer Insights - VMware uses information to better understand how its customers use VMware products, such as:
 - a. To understand the financial impact of Net Provider Score and usage behaviors.
 - b. To create a 360 view of a customer across sales/marketing/support/usage and create enriched customer profiles for a better understanding of a customer to provide improved customer engagement, and to analyze customer interactions with VMware.
 - c. To create advanced analytical models and business intelligence reports and dashboards to generate insights for VMware at a customer or product level (and not at an individual user level).
 - d. To benchmark or assess the product across customers and specific customer industries.
4. Customer Support - VMware uses information to provide proactive and reactive support to our customer regarding their use of the on-premises Software such as:
 - a. To provide support recommendations to customers to improve the general health of a customer's use of the product.
 - b. To understand a customer's product configuration, events, and issues in order to resolve a specific support request.
 - c. To understand a customer's product configuration, events, and issues in order to improve how VMware support resolves an issue.
 - d. To help customers use VMware products and offerings in more effective ways.
5. Marketing & Sales of VMware Offerings to Customer – VMware may contact Customer's account representatives and/or Customer IT administrators to let VMware existing customers know about additional products that may be of relevance to them and to inform sales conversations.

VMware may combine the data we collect under this CEIP with data that VMware has collected about its customers in connection with a customer's account and other VMware data collection programs (subject to any usage limitations on combining imposed by those programs).

For more details about CEIP please see VMware's Trust and Assurance Center at the following link: www.vmware.com/trustvmware. VMware may update this information from time to time to reflect changes in its on-premises 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.

Other Product Improvement Programs

A number of VMware on-premises Software offerings do not participate in VMware's Customer Experience Improvement Program but rather collect information about Customer's environment under

a different program. Generally, the type of information collected and the purposes for which it is used is the same as under the Customer Experience Improvement Program as noted above, however, in some instances there may be differences as noted in this section.

The following Software collects information outside the Customer Experience Improvement Program (e.g. it is not collected in the same manner), although the type of information collected and the purposes for which it is used are similar to CEIP: VMware Horizon View, some versions of VMware Aria Operations for Logs, some versions of VMware Aria Operations for Networks, 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. To learn more about our collection of such data, or to change Customer's participation in the collection of the data, please see the Documentation for the relevant version of the Software. To the extent this Software starts to participate in the CEIP, the CEIP Product Table on www.vmware.com/trustvmware will be updated.

Telemetry data collection by Operations Manager (version 2.7 and earlier) is subject to the Pivotal Telemetry notice available at tanzu.vmware.com/legal/telemetry.

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 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 Customer of the following provisions:

Customer acknowledges 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 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 Customer 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 Customer’s 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.microsoft.com.

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

Customer 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. Customer acknowledges and agree that use of the Cumulus components in such applications is fully at Customer’s 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 General License Notes applicable to all Software containing Google Maps

Customer’s use of Google Maps features and content is subject to the Google Maps/Google Earth Additional Terms of Service at maps.google.com/help/terms_maps.html and the Google Privacy Policy at www.google.com/policies/privacy/.

14.7 General License Notes applicable to all Software containing certain Apple components

Customer and VMware acknowledge that the License Agreement is concluded between Customer 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.

Customer may use the Software only on an Apple Inc. branded product running iOS that Customer owns or controls.

VMware and Customer acknowledges that Apple Inc. has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.

VMware and Customer acknowledges that Apple Inc. has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.

The limited warranty in the License Agreement shall not apply to Apple Inc. 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 LICENSE AGREEMENT, 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 LICENSE AGREEMENT 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 Customer or any third party relating to the Software or Customer's 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 Customer's 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.

14.6 Terms applicable to third-party software products

When Customer purchases any of the following third-party software from VMware, the following standard terms for that third party software apply to that software:

HyTrust terms: www.hytrust.com/terms/

Palo Alto Network terms: www.paloaltonetworks.com/support/support-policies.html

Rackware: www.rackwareinc.com/wp-content/uploads/2015/09/RackWare-EULA-4-1-2015-0610.pdf

15. UPGRADES AND CONVERSIONS

Subscription Upgrade Program

VMware's Subscription Upgrade Programs allows Customer to upgrade Customer's perpetual Software licenses to corresponding Subscription Software licenses or VMware cloud service offerings entitlements at reduced prices. Customer participation in the Subscription Upgrade Program is subject to the terms of the Subscription Upgrade Program Guide available at www.vmware.com/agreements.