VMWARE

PRODUCT GUIDE

MARCH 2022

vmware®

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1. TERMS APPLICABLE TO ALL PRODUCTS

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

1.1 Definitions

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

"**Core**" means a unit of measure that is defined based on the environment in which the Software operates: (1) in a physical computing environment, a Core is a Physical Core; (2) in a virtualized or hypervisor (VM) computing environment, a Core is a single physical computational unit of the Processor which may be presented as one or more vCPUs and/or (3) in a public cloud computing environment, a Core is defined as a single physical computational unit of the Processor, which may be presented as one or more vCPUs, but may be named differently by the public cloud vendors (e.g., Amazon Web Services defines Core as "vCPU", Microsoft Azure defines Core as "Core" or "vCPU", Google Cloud Platform defines Core as "Virtual CPU", and Heroku defines Core as "Compute"). In cases where these proxies are not identified as Hyperthreads, one (1) proxy is recognized as one Core. In cases where these proxies are identified as Hyperthreads, two (2) proxies are recognized as one Core.

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

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

"**Guest Operating Systems**" means instances of third-party operating systems licensed by You, 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.

"**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 Your 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.

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

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

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

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

1.2 Order of Precedence

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

1.3 Applicable Version of Product Guide

The version of the Product Guide published at www.vmware.com/download/eula on the date that VMware accepts Your Order for Software applies to the version of Software in Your Order. VMware may provide You with Maintenance Releases, Minor Releases or Major Releases under a support and subscription contract. If You install a release that VMware provides to You, then the version of the Product Guide published at www.vmware.com/download/eula on the date that You install the release applies to that release. "Maintenance Release", "Minor Release", and "Major Release" are each defined in the VMware Support and Subscription Services ("SnS") Terms and Conditions available at https://www.vmware.com/support/policies.html.

1.4 License Term

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

1.5 Processor Restriction

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

1.6 Territory Restrictions

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

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

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

For all Software described in Section 2.13 (VMware SD-WAN) and 2.14 (VMware Edge Network Insight), the territorial restrictions in the applicable End User License Agreement do not apply Software that You receive that is incidental to Your use of Devices; provided, however, that You may only use the Device in the Territory as permitted under the Equipment Terms (as defined below).

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

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

1.7 Migration Licenses

If You receive 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"), your use of the Software is only permitted for the purposes of changing or upgrading hardware, migrating your data centers, or migrating to a new version of Software. You use of a Migration License is only permitted for the period limited by the License Key. Notwithstanding any other provision in the EULA, Migration Licenses of the Software are provided "AS-IS" without indemnification, support or warranty of any kind, expressed or implied.

1.8 Data Processing, Collection, and Usage

Some VMware Software allows Your organization to share technical data about its use of the Software and its environment with VMware for purposes such as improving the product and the customer's experience. Please see Section 11 (VMware Data Colletion) 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.

1.9 Third Party Software

Some VMware Software includes third party software, which is subject to additional terms from VMware's licensors. Please see Section 12 of this Product Guide for further details.

1.10 Product Feedback

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

PRODUCT BUNDLES AND SUITES TABLE

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

NETWORK AND APP SECURITY BUNDLE FOR VMWARE CLOUD FOUNDATION
VMware NSX Advanced Threat Prevention, VMware NSX Advanced Load Balancer
OPERATIONS MANAGER
Platform Automation Tools, Backup and Restore, App Metrics, Metric Store (6 weeks), Healthwatch, Event Alerts, VMware Tazu Infrastructure Service Brokers: VMware Tanzu Service Broker for AWS, Azure Service Broker for VMware Tanzu, GCP Service Broker for VMware Tanzu, Add-Ons For VMware Tanzu: Ipsec, File Integrity Monitoring, Anti-Virus, Compliance Scanner
PIVOTAL APP SUITE
VMware tc Server, VMware Tanzu RabbitMQ
PIVOTAL DATA SUITE
Pivotal Greenplum, Pivotal Gemfire, MySQL For VMware Tanzu, OSS Support for Spring Cloud Data Flow, and VMware Postgres
PIVOTAL GREENPLUM
Pivotal Greenplum for Kubernetes, Pivotal Greenplum Command Center, Pivotal Greenplum Backup and Restore, Pivotal Greenplum Data Copy Utility, and Pivotal Greenplum Text
SERVER SAN SUITE
VMware vSAN Advanced and EMC ScaleIO
VMWARE ADVANCED SECURITY FOR CLOUD FOUNDATION
VMware NSX Advanced Threat Prevention, VMware NSX Advanced Load Balancer, VMware Carbon Black Cloud Workload Advanced
VMWARE CLOUD FOUNDATION
VMware Cloud Foundation Standard: VMware SDDC Manager for vSAN, VMware NSX Data Center Advanced, VMware vSAN Advanced, VMware vSphere Enterprise Plus
VMware Cloud Foundation Advanced: VMware SDDC Manager for vSAN, VMware vRealize Suite Enterprise, VMware vRealize Network Insight Advanced, VMware NSX Data Center Advanced, VMware vSAN Advanced, VMware vSphere Enterprise Plus
VMware Cloud Foundation Enterprise: VMware SDDC Manager for vSAN, VMware vRealize Suite Enterprise, VMWare vRealize Network Insight Enterprise Add-on to VMware NSX Data Center Enterprise Plus, VMware NSX Data Center Enterprise Plus, VMware vSAN Enterprise, VMware vSphere Enterprise Plus
VMware Cloud Foundation Standard for External Storage: VMware SDDC Manager, VMware NSX Data Center Advanced, VMware vSphere Enterprise Plus
VMware Cloud Foundation Advanced for External Storage: VMware SDDC Manager, VMware vRealize Suite Enterprise, VMware vRealize Network Insight Advanced, VMware NSX Data Center Advanced, VMware vSphere Enterprise Plus
VMware Cloud Foundation Enterprise for External Storage: VMware SDDC Manager, VMware vRealize Suite Enterprise, VMWare vRealize Network Insight Enterprise Add-on to VMware NSX Data Center Enterprise Plus, VMware NSX Data Center Enterprise Plus, VMware vSphere Enterprise Plus
VMware Cloud Foundation Starter: VMware SDDC Manager for vSAN, VMware vRealize Suite Standard, VMware vRealize Network Insight Advanced, VMware NSX Data Center Advanced, VMware vSAN Advanced, VMware vSphere Enterprise Plus
VMware Cloud Foundation for Virtual Desktop Infrastructure: VMware SDDC Manager**,** VMware NSX Data Center Advanced, and VMware Horizon Enterprise
VMWARE CLOUD FOUNDATION SUBSCRIPTION
VMware SDDC Manager for vSAN, VMware vRealize Cloud Universal Enterprise, VMWare vRealize Network Insight Enterprise Add-on to VMware NSX Data Center Enterprise Plus, VMware NSX Data Center Enterprise Plus, VMware vSAN Enterprise, VMware vSphere Enterprise Plus, VMware Tanzu Standard
VMWARE CLOUD FOUNDATION WITH TANZU STANDARD
VMware Cloud Foundation Standard with Tanzu Standard: VMware SDDC Manager for vSAN, VMware NSX Data Center 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 vRealize Suite Enterprise, VMware vRealize Network Insight Advanced, VMware NSX Data Center 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 vRealize Suite Enterprise, VMWare vRealize Network Insight Enterprise Add-on to VMware NSX Data Center Enterprise Plus, VMware NSX Data Center Enterprise Plus, VMware vSAN Enterprise, VMware vSphere Enterprise Plus with Kubernetes, VMware Tanzu Standard
VMware Cloud Foundation Standard for External Storage with Tanzu Standard: VMware SDDC Manager, VMware NSX Data Center Advanced, VMware vSphere Enterprise Plus with Kubernetes, VMware Tanzu Standard
VMware Cloud Foundation Advanced for External Storage with Tanzu Standard: VMware SDDC Manager, VMware vRealize Suite Enterprise, VMware vRealize Network Insight Advanced, VMware NSX Data Center Advanced, VMware vSphere Enterprise Plus with Kubernetes, VMware Tanzu Standard
VMware Cloud Foundation Enterprise for External Storage with Tanzu Standard: VMware SDDC Manager, VMware vRealize Suite Enterprise, VMWare vRealize Network Insight Enterprise Add-on to VMware NSX Data Center Enterprise Plus, VMWare NSX Data Center Enterprise Plus, VMware vSphere Enterprise Plus with Kubernetes, VMware Tanzu Standard
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 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 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, vRealize Operations for Horizon, vRealize Orchestrator Plugin for Horizon, VMware Dynamic Environment Manager, VMware Fusion

Pro, Help Desk Tool, Virtualization Pack for Skype for Business, VMware Session Collaboration and VMware Horizon for Linux
VMWARE HORIZON FOR LINUX
VMware Horizon for Linux, VMware vSphere Desktop, VMware vCenter Server and VMware Horizon for Linux
VMWARE HORIZON 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 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 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 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 and 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 Mware Hyper-Converged Infrastructure Kit Standard Edition: VMware vSphere Standard Edition, VMware vSAN Standard Edition
VMware Hyper-Converged Infrastructure Kit Advanced Edition: VMware vSphere Enterprise Plus Edition, VMware vSAN Advanced Edition
VMware Hyper-Converged Infrastructure Kit Enterprise Edition: VMware vSphere Enterprise Plus Edition, VMware vSAN Enterprise Edition
VMware Hyper-Converged Infrastructure Kit with Operations Management: VMware vSphere Enterprise Plus Edition, VMware vSAN Enterprise Edition, VMware vRealize 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 PHOTON PLATFORM
Lightwave by VMware, Harbor by VMware, Photon Controller by VMware, Photon OS by VMware, Photon Networking and Photon Storage
VMWARE TANZU ADVANCED EDITION
VMware Tanzu Standard Runtime, VMware NSX Advanced Load Balancer, VMware Container Networking with Antrea for Tanzu Advanced, Cloud Native Runtimes for VMware Tanzu, VMware Tanzu Build Service for Tanzu Advanced, VMware Tanzu SQL, VMware Spring Runtime, Tanzu Service Mesh Advanced, VMware Tanzu Mission Control, Tanzu Observability, VMware Application Catalog for Tanzu Advanced, Application Transformer for VMware Tanzu
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 Spring, OSS Support for Steeltoe, Isolation Segment, Spring Cloud Services for VMware Tanzu, Spring Cloud Data Flow For VMware Tanzu, Single Sign-On (Does Not Count Towards The Number Of Licensed Ais), App Autoscaler, Credhub Service Broker, Scheduler, Tanzu Service Manager, Cloud Service Broker, Spring Cloud Gateway for VMware Tanzu
VMWARE TANZU BASIC
VMware Tanzu Kubernetes Grid Service, VMware Tanzu Kubernetes Grid Multicloud, Application-focused Management, vSphere Pod service, Storage service, Network service, Registry service
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 Standard Runtime, 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, VMware Tanzu Kubernetes Grid, OSS Support for Velero	
VMWARE TANZU STANDARD	
VMware Tanzu Basic, Tanzu Observability for Tanzu Standard, Tanzu Mission Control Standard, Application Transformer for VMware Tanzu	
VMWARE TANZU STANDARD RUNTIME	
VMware Tanzu Basic, Tanzu Observability for Tanzu Standard, Application Transformer for VMware Tanzu	
VMWARE TANZU STANDARD FOR TELCO	
VMware Tanzu Basic, Tanzu Observability for Tanzu Standard	
VMWARE TELCO CLOUD INFRASTRUCTURE - CLOUD DIRECTOR	
VMware vSphere Enterprise Plus, VMware NSX Data Center Advanced, VMware vRealize Suite Standard, VMware Cloud Director, VMware vSAN Standard	
VMWARE TELCO CLOUD INFRASTRUCTURE - OPENSTACK	
VMware vSphere Enterprise Plus, VMware NSX Data Center Advanced, VMware vRealize Suite Standard, VMware Integrated OpenStack, VMware vSAN Standard	
VMWARE TELCO CLOUD PLATFORM	
VMware vSphere Enterprise Plus, VMware NSX Data Center 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, Prometeus, Contour	
VMWARE THINAPP SUITE	
ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation Pro	
VMWARE VCLOUD NFV	
VMware vCloud Director for Service Providers, VMware vRealize Log Insight, VMware vSphere with Operations Management Enterprise Plus, VMware vSAN Standard, VMware vRealize Operations Manager Advanced Add-On for VMware vSphere with Operations Management	
VMWARE VCLOUD NFV OPENSTACK	
VMware Integrated OpenStack Carrier Edition, VMware vSphere with Operations Management Enterprise Plus, VMware vRealize Operations Management Advanced Add-on for vSphere with Operations Management, VMware Realize Log Insight, and VMware vSAN Standard	
VMWARE VCLOUD SUITE	
VMware vCloud Suite Standard: VMware vSphere Enterprise Plus for vCloud Suite and VMware vRealize Suite Standard	
VMware vCloud Suite Advanced: VMware vSphere Enterprise Plus for vCloud Suite and VMware vRealize Suite Advanced	
VMware vCloud Suite Enterprise: VMware vSphere Enterprise Plus for vCloud Suite and VMware vRealize Suite Enterprise	
VMWARE VCLOUD SUITE SUBSCRIPTION	
VMware vCloud Suite Subscription Standard: VMware vSphere Enterprise Plus for vCloud Suite (term based) and VMware vRealize Cloud Universal Standard	
VMware vCloud Suite Subscription Advanced: VMware vSphere Enterprise Plus for vCloud Suite (term based) and VMware vRealize Cloud Universal Advanced	
VMware vCloud Suite Subscription Enterprise: VMware vSphere Enterprise Plus for vCloud Suite (term based) and VMware vRealize Cloud Universal Enterprise	
VMWARE VREALIZE SUITE	
VMware vRealize Suite Standard: vRealize Log Insight and vRealize Operations Advanced. Application/Public Cloud Monitoring features of vRealize Operations Enterprise are available as an add-on purchase.	

VMware vRealize Suite Advanced: vRealize Automation Advanced, vRealize Log Insight and vRealize Operations Advanced. Application/Public Cloud Monitoring features of vRealize Operations Enterprise are available as an add-on purchase.
VMware vRealize Suite Enterprise: vRealize Automation Enterprise, vRealize Log Insight and vRealize Operations Enterprise
VMWARE VREALIZE OPERATIONS
VMware vRealize Operations for IBM Power Systems (Small): VMware vRealize Operations Standard and VMware True Visibility Management Pack for IBM Power systems
VMware vRealize Operations for IBM Power Systems (Medium): VMware vRealize 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. DATA CENTER AND CLOUD INFRASTRUCTURE

2.1 VMware vSphere

Definitions

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

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

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

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

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

"Public Cloud Provider" means a service provider or public cloud compute provider that provides Public Cloud Services to its end customers.

"**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.

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

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

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

2.1.1 General License Notes

You may use the Software on a Server that contains up to the maximum number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5.

Hosting Rights and Restrictions. You may use the Software to deliver Internally Developed Applications as a service to a third party via an internal or external network. Except as expressly provided in this paragraph and Section 2.1 of the EULA, the use of the Software for any other types of hosting or for the benefit of any third party in any manner is strictly prohibited unless You are an authorized participant in a VMware program that is governed by a separate set of terms and conditions which authorizes such activity.

Restrictions on Use with Public Cloud Services. You must not, and must not allow Your Third Party Agents to access, deploy, use or operate the Software on Public Cloud Services.

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

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

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

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

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

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

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

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

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

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

<u>vSphere Big Data Extensions – Log Files</u>. You acknowledge that correspondence and log files generated in conjunction with a request for support services may contain sensitive, confidential or personal information. You are solely responsible for taking the steps necessary to protect such data prior to sending it to VMware or any third party, including obfuscating the logs or otherwise guarding such information prior to sending it to VMware, Your organization or any third party.

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

<u>VMware Tools</u>. 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 conjuction with a VMware hypervisor. You may not use VMware Tools with any other hypervisor. You may

distribute the VMware Tools to third parties solely when installed in a Guest Operating System within a Virtual Machine. You are liable for compliance by those third parties with the terms and conditions of this EULA.

<center>**2.1.2 Product Edition/Suite Specific License Notes**</center>

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 You purchase a license to VMware vSphere as a part of the Essentials Kit, the following terms apply:

You may only use VMware vSphere included in the Essential Kit for up to three (3) Servers, with each Server having either: (1) up to two (2) Processors, each with up to thirty-two (32) Physical Cores; or (2) one Processor with up to sixty-four (64) Physical Cores. If You use VMware vCenter Server to manage Servers running a copy of VMware vSphere provided with the Essentials Kit, such Servers may only be managed by VMware vCenter Server provided with the Essentials Kit.

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

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

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

VMware vSphere Hypervisor

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

You may not use any programmatic interface that can be called remotely ("APIs"), provided with Your license to VMware vSphere Hypervisor. You must obtain a paid license to VMware vSphere to use such APIs.

VMware vSphere Desktop

You may use the vSphere Software to run virtual desktop on a Server that contains up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. In addition to the general license notes above, if You purchase a license to VMware vSphere Desktop, the following terms apply:

You may use the vSphere Desktop Software to run up to the number of Powered on Virtual Machines for which you have paid the applicable license fees. You may only use VMware vSphere Desktop to host (i) a virtual desktop infrastructure for up to the number of Desktop Virtual Machines for which You have paid the applicable license fees, (ii) a Terminal Services Session or remote desktop services host for the purpose of hosting session based desktops or remoting applications, and (iii) associated desktop management and monitoring tools. You may use VMware vSphere Desktop on a Server that contains an unlimited number of Processors for which You have paid the applicable license fees. You must purchase 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 your total number of Powered on Virtual Machines.

VMware vSphere Scale-Out

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

You may only use vSphere Scale-Out to support groups of Virtual Machine hosts that are running (i) High Performance computing Workloads, or (ii) big data workloads that use Hadoop or SPARK frameworks. "High

Performance Computing Workloads" are highly compute-intensive technical applications in science, research, engineering and technical environments that are load balanced across a group of Virtual Machines that use a distributed resource management framework or hardware compute accelerators to increase application performance.

VMware vSphere Bitfusion

In addition to the general license notes above if You purchase a license to VMware vSphere Bitfusion, You may use the Software on a Server that contains up to the maximum number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. You may use the Software with up to two (2) graphics processing units (GPUs) for each license that You have purchased.

VMware vSphere Workload Security

In addition to the general license notes above,Your license to use VMware Workload Security includes either a one-year or 3-year subscription (unless another Subscription Term is specified in your Order) to VMware Carbon Black Cloud Workload cloud service in the edition that You purchase. Your use of the VMware Carbon Black Cloud Workload cloud service is governed by the VMware Cloud Service Offerings Terms of Service ("Terms of Service") available at http://www.vmware.com/download/eula.html and the ancillary documents listed on the Terms of Service page, rather than by the License Agreement. Please review the provisions of the service description for details and additional conditions regarding Your use of the cloud service.

2.2 VMware vSphere Essentials Plus with vSphere Storage Appliance

Definitions

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

License Notes

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

2.3 VMware vCloud Director

Definitions

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

License Notes

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

2.4 VMware vSphere Storage Appliance

Definitions

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

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

2.4.1 General License Notes

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

VMware vSphere Storage Appliance for VMware vSphere Essentials Plus

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

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

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

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

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

2.5 VMware vSAN

Definitions

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

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

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

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

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

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

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

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

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

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

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

"**Named Users**" means Your employee or Third Party Agent who has been authorized by You to use the software in accordance with the terms of this agreement.

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

"**Public Cloud Provider**" means a service provider or public cloud compute provider that provides Public Cloud Services to its end customers.

"**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.

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

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

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

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

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

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

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

General License Notes

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

Restrictions on Use with Public Cloud Services. You must not, and must not allow Your Third Party Agents to access, deploy, use or operate the Software on Public Cloud Services.

iSCSI Support

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

Support Bundles

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

vSAN's Support Feature does not allow You to review, obfuscate or otherwise edit Customer Support Data prior to its collection and shipment to VMware. YOU REPRESENT AND WARRANT TO VMWARE THAT YOU WILL NOT USE vSAN'S SUPPORT FEATURE IN SITUATIONS WHERE YOUR CUSTOMER SUPPORT DATA MIGHT CONTAIN DATA SUBJECT TO REGULATION OR LAW, INCLUDING BUT NOT LIMITED TO: INFORMATION DEEMED AS PERSONAL OR SENSITIVE INFORMATION (INCLUDING THE EUROPEAN UNION'SGENERAL 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 PORTABILTY ACT).

Product Edition/Suite Specific License Notes

VMware vSAN Standard

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

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

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

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

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

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

VMware vSAN Standard for Desktop

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

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

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

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

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

VMware vSAN Advanced

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

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

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

Use of the Software is limited to storage devices internal to Servers or to Servers with a Direct Attached JBOD. All such internal storage drives may be (i) Flash Devices or Hard Disk Drives used for data persistency or (ii) Flash Devices used for performance caching purposes. Servers in each Cluster that is running the Software may be

simultaneously connected to, and make use of, other storage solutions from VMware or third parties regardless of their location.

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

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

VMware vSAN Advanced for Desktop

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

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

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

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

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

VMware vSAN Enterprise

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

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

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

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

Servers in each Cluster may be distributed across multiple Racks. Servers in each Cluster may be deployed as a Stretched Cluster and may offer data storage redundancy within multiple sites at the same time regardless of Cluster size. You are responsible for ensuring that each site has enough servers to meet the requirements of the

applicable storage policies.. Setting Quality of Service and encryption is allowed on all Clusters running VMware vSAN Enterprise.

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

VMware vSAN Enterprise Plus

VMware vSAN Enterprise Plus consists of VMware vSAN Enterprise and vRealize Operations Advanced. If You purchase a license to VMware vSAN Enterprise Plus, the following terms apply:

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

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

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

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

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

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

VMware vSAN Enterprise for Desktop

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

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

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

Servers in each Cluster may be distributed across multiple Racks. Servers in each Cluster may be deployed as a Stretched Cluster and may offer data storage redundancy within multiple sites at the same time regardless of Cluster size. You are responsible for ensuring that each site has enough servers to meet the requirements of Your

applicable storage policies. Setting Quality of Service and encryption is allowed on all Clusters running VMware vSAN Enterprise for Desktop.

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

VMware vSAN Standard for Remote Office Branch Office

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

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

You may not use more than a single 25 Virtual Machine pack of the VMware vSAN Standard Remote Office Branch Office edition in each Authorized Location. 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 you have 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 You purchase a license to VMware vSAN Advanced for Remote Office Branch Office, the following terms apply:

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

You may not use more than a single 25 Virtual Machine pack of the VMware vSAN Advanced Remote Office Branch Office edition in each Authorized Location. 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 you have 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 You purchase a license to VMware vSAN Enterprise for Remote Office Branch Office, the following terms apply:

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

You may not use more than a single 25 Virtual Machine pack of the VMware vSAN Enterprise Remote Office Branch Office edition in each Authorized Location. 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 you have 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, You may not transfer the Software from the hardware on which it was delivered to you except if you permanently replace the original hardware due to its failure as covered under the hardware warranty terms. If you 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) you must remove the Software from the original hardware, and (3) you 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.

2.6 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

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

2.7 VMware vCenter Support Assistant

License Notes

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

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

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

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

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

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

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

2.8 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:

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

VMware Continuent for Analytics and Big Data:

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

2.9 VMware Hyper-Converged Infrastructure Kits

Definitions

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

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

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

2.10 VMware Site Recovery Manager

Definitions

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

"**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.

General License Notes

Except as otherwise authorized by a previous VMware-approved license model, You may use VMware Site Recovery Manager for up to the number of Protected Virtual Machines as determined by the edition of VMware Site Recovery Manager. If you were authorized by a previous VMware-approved license model, you may use the Software on a Server that contains up to the maximum number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. For VMware Site Recovery Manager Standard Edition, You may use VMware Site Recovery Manager subject to the following restrictions: (a) protect up to seventy-five (75) Virtual Machines within a physical facility or building; and (b) for each running copy of VMware Site Recovery Manager Standard Edition, manage up to seventy-five (75) Protected Virtual Machines ("**SRM Standard Edition Restriction**"). If at any given time, the number of Protected Virtual Machines in subsections (a) or (b) exceeds seventy-five (75), You are required to upgrade all Your VMware Site Recovery Manager Standard Edition licenses to VMware Site Recovery Manager Enterprise Edition. Notwithstanding the foregoing, the SRM Standard Edition Restriction shall not apply if a failover of Protected Virtual Machines causes the number of Protected Virtual Machines to exceed the SRM Standard Edition Restriction within a physical facility or building for a reasonable period of time.

Restrictions on Use with Public Cloud Services. You must not and must not allow Your Third Party Agents to use VMware Site Recovery Manager for the purpose of disaster recovery to or within Public Cloud Services.

Product Edition/Suite Specific License Notes

VMware Site Recovery Manager for Hyperscalers.

In addition to the General License Notes above, if You purchase a license to VMware Site Recovery Manager for Hyperscalers, the following terms apply:

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

Restrictions on Use. Notwithstanding the General License Notes immediately above, Subscription Term licenses associated with VMware Site Recovery Manager for Hyperscalers may only be used for the purpose of disaster recovery to or within Public Cloud Services environments that are designated as currently supported by VMware, as further detailed at https://core.vmware.com/resource/site-recovery-manager-faq. You must not, and must not allow Your Third Party Agents to use the VMware Site Recovery Manager for Hyperscalers for the purpose of disaster recovery between your on-premises environments.

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

"**Public Cloud Provider**" means a service provider or public cloud compute provider that provides Public Cloud Services to its end customers.

"**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.

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

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

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

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

General License Notes

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

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

<u>Restrictions on Use with Public Cloud Services</u>. You must not, and must not allow Your Third Party Agents to access, deploy, use or operate 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 Your proposed use of the Software if that use is in or for certain Group D:1 countries (which include China or Russia) where VMware's Bulk Export License may not be used. You are responsible for ensuring that Your proposed use of the VMware NSX Software is not in violation of applicable United States or local law.

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

Product Edition/Suite Specific License Notes

VMware NSX Data Center for Desktop. If You purchased a license to VMware NSX Data Center for Desktop (any edition), You may use the Software for up to the number of Concurrent Users or Named Users for which You have paid the applicable license fees. You may only use the Software in Clusters running (i) virtual desktop virtual machines, including those desktops from VMware Horizon and/or third party solutions, (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, You must purchase a license for every Concurrent User or Named User using the Software in the Cluster.

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

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

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

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

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

VMware NSX Data Center Enterprise Plus with Advanced Threat Prevention. In addition to the license notes above, if you purchase a license to VMware NSX Firewall with Advanced Threat Prevention, your license is subject to the terms of Section 2.15 (VMware Advanced Threat Prevention).

VMware NSX-T Enterprise Plus with Threat Prevention. In addition to the license notes above, if you purchase this license, your license is subject to the terms of Section 2.XX (VMware NSX Threat Prevention to Distributed Firewall).

VMware NSX-T Enterprise Plus with Advanced Threat Prevention. In addition to the license notes above, if you purchase this license, your license is subject to the terms of Section 2.XX (VMware NSX Advanced Threat Prevention to Distributed Firewall).

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

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

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

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

VMware NSX-T Advanced with Threat Prevention. In addition to the license notes above, if you purchase this license, your license is subject to the terms of Section 2.XX (VMware NSX Threat Prevention to Distributed Firewall).

VMware NSX-T Advanced with Advanced Threat Prevention. In addition to the license notes above, if you purchase this license, your license is subject to the terms of Section 2.XX (VMware NSX Advanced Threat Prevention to Distributed Firewall).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.12 VMware NSX Advanced 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.

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

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

"**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 a the measure of data plane and control plane processing for VMware NSX Advanced Load Balancer Software.

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

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

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

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License Notes:

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For data plane processing, a Service Unit can service a single physical computational unit of the processor that is used by the NSX Advanced 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 ules per year, or (b) 500 Million bot requests per year.

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

1. Support Services must be purchased separately from the perpetual license.
2. If you purchase Service Unit-based Software licenses, you may use the Software up to the number of Service Units for which you have paid the applicable license fees.
3. If you purchase per-Processor Software licenses, you may use the Software to balance the workloads of up to the number of Processors for which you have paid the applicable license fees. You may only use one (1) Service Unit for each four (4) per-Processor licenses for which you have 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 you 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, you may use the Software according to the following: (a) for Service Engines limited to 25Mbps bandwidth, you only need to purchase a Perpetual license for two (2) Service Units for every five (5) Service Engines that you use, and (b) for Service Engines limited to 200M bandwidth you only need to purchase a Perpetual license for seven (7) Service Units for every ten (10) Service Engines that you use.
6. If you purchase per-Concurrent User Software licenses, You may use the Software to balance only the following workloads:
    i. 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 you have paid the applicable license fees; or

ii. 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 you have paid the applicable license fees; or

In a multi-site configuration, you may use the same License Key across all sites if all sites are in an Active-Active or Active/Standby configuration.

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

1. You may use the Software solely during the Subscription Term. Upon expiration of the Subscription Term, you must promptly cease use of the Software and Documentation.
2. If you purchase Service Unit-based Software licenses, You may use the Software up to the number of Service Units for which you have paid the applicable license fees for the Subscription Term.
3. If you purchase per-Processor Software licenses, you may use the Software to balance the workloads of up to the number of Processors for which you have paid the applicable license fees for the Subscription Term. You may only use one (1) Service Unit for each four (4) per-Processor licenses for which you have 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 you 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, you may use the Software according to the following: (a) for Service Engines limited to 25Mbps bandwidth, you 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 you only need to purchase a Subscription license for seven (7) Service Units for every ten (10) Service Engines.
6. If you purchase per-Concurrent User Software licenses, You 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 you have 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 you have paid the applicable license fees; or

In a multi-site configuration, you may use the same License Key across all sites if all sites are in an Active-Active or Active/Standby configuration.

2.13 VMware SD-WAN

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 Your Order**.**

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

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

License Notes

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

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

Your Subscription Term will begin on the date that VMware accepts Your Order. The Subscription Term may begin prior to installation of the Device(s) in your location. VMware may permit You to continue to use the Service Offering for an additional period, not to exceed 30 days, after expiration of your committed Subscription Term, at no additional cost, if your 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 You purchased a license to VMware SD-WAN WFH or WFH Pro, then You may use the Software for up to the number of Named Users for which You have paid the applicable license fees only on Devices located in the Named Users' home residences. If You 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 You 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, you 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.

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 You purchased a license to VMware SD-WAN Gateway Instance, You may use the Software for up to the number Software Gateway Instances for which You have paid the applicable license fees. The Subscription Term of Your license to VMware SD-WAN Gateway Instance will have the same Subscription Term of Your license to VMware SD-WAN Advanced or 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 https://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 Your proposed use of the Software if that use is in or for certain Group D:1 countries (which include China or Russia) where VMware's Bulk Export License may not be used. You are responsible for ensuring that Your proposed use of the VMware 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.

2.14 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 Your Order**.**

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

License Notes

If You purchased a license to VMware Edge Network Intelligence, You may use the Software to monitor up to the number of Nodes for which You have paid the applicable license fees. The Software and all optional software add-

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

Your Subscription Term will begin on the later of the date that is communicated to You by VMware order management and the date that VMware accepts Your Order. The Subscription Term may begin prior to installation of the Devices in your location. VMware may permit you to continue to use the Service Offering for an additional period, not to exceed 30 days, after expiration of your committed Subscription Term, at no additional cost, if your 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 https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmw-equipment-terms-for-vmware-sd-wan-by-velocloud.pdf.

2.15 VMware NSX Firewall

Definitions

"**Host**" means any hardware system capable of running an Operating System Instance. A hardware partition or blade is considered a separate hardware system.

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

License Notes

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

VMware NSX Firewall with Advanced Threat Prevention. In addition to the license notes above, if you purchase a license to VMware NSX Firewall with Advanced Threat Protection, your license is subject to the terms of Section 2.18 (VMware Advanced Threat Protection).

2.16 VMware NSX Distributed Firewall

License Notes

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

VMware NSX Threat Prevention to Distributed Firewall. In addition to the license notes above, if you purchase a license to VMware NSX Threat Prevention to Distributed Firewall, your license is subject to the terms of Section 2.19 (VMware NSX Threat Prevention to Distributed Firewall).

VMware NSX Advanced Threat Prevention to Distributed Firewall. In addition to the license notes above, if you purchase a license to VMware NSX Advanced Threat Prevention to Distributed Firewall, your license is subject to the terms of Section 2.20 (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 Your 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 Your and other customers' systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, You are deemed to have agreed that Threat Intelligence Data is not Your Content, and VMware may retain, use, copy, modify, distribute, and display the Threat Intelligence Data for its business purposes, including without limitation for developing, enhancing, and supporting products and services, and for use in its threat intelligence feed 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.

2.17 VMware NSX Gateway Firewall

License Notes

You may use the Software (1) on Physical Cores to run up to the number of Cores for which You have paid the applicable license fees, provided that you must license all the Physical Cores on any Processor on which you 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 You have paid the applicable license fees. The Software is licensed as Subscription Software. You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software and Documentation.

VMware NSX Advanced Threat Prevention to Gateway Firewall. In addition to the license notes above, if you purchase a license to VMware NSX Advanced Threat Prevention to Gateway Firewall, your license is subject to the terms of Section 2.21 (VMware Advanced Threat Prevention to Gateway Firewall).

Threat Intelligence Data Collection. Certain VMware NSX offerings may collect data relating to malicious or potentially malicious code, attacks, and activities on Your 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 Your and other customers' systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, You are deemed to have agreed that Threat Intelligence Data is not Your Content, and VMware may retain, use, copy, modify, distribute, and display the Threat Intelligence Data for its business purposes, including without limitation for developing, enhancing, and supporting products and services, and for use in its threat intelligence feed 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.

2.18 VMware NSX Advanced Threat Prevention

Definitions

"Artifact" means a file, URL, or other indicator of compromise submitted by You to the Software for analysis.

"NDR Sensor" means the subset of VMware Software that is responsible for monitoring network or email traffic.

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

License Notes

You may use the Software to monitor up to the number of Processor for which You have paid the applicable license fees. The Software is licensed as Subscription Software. You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use

of the Software and Documentation.

VMware Cloud Services. Your license to use VMware Advanced Threat Prevention includes a service offering for user interface and analysis and storage of network traffic and artifacts for the same duration as your Subscription Term. Your use of the cloud service offering is governed by the Terms of Service.

NDR Sensors. For each Processor which you have licensed, You may: (1) analyze no more than 100 Mbps of sustained normal application traffic with a limit of 10 network records per second per NDR Sensor, and (2) send up to 250 Artifacts per day for analysis, each with a size limit of 64MB per Artifact.

Threat Intelligence Data Collection. Certain VMware NSX offerings may collect data relating to malicious or potentially malicious code, attacks, and activities on Your 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 Your and other customers' systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, You are deemed to have agreed that Threat Intelligence Data is not Your Content, and VMware may retain, use, copy, modify, distribute, and display the Threat Intelligence Data for its business purposes, including without limitation for developing, enhancing, and supporting products and services, and for use in its threat intelligence feed 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.

2.19 VMware NSX Threat Prevention to Distributed Firewall

License Notes

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

Threat Intelligence Data Collection. Certain VMware NSX offerings may collect data relating to malicious or potentially malicious code, attacks, and activities on Your 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 Your and other customers' systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, You are deemed to have agreed that Threat Intelligence Data is not Your Content, and VMware may retain, use, copy, modify, distribute, and display the Threat Intelligence Data for its business purposes, including without limitation for developing, enhancing, and supporting products and services, and for use in its threat intelligence feed 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.

2.20 VMware NSX Advanced Threat Prevention to Distributed Firewall

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

License Notes

You may use the Software to monitor up to the number of Processor for which You have paid the applicable license fees. The Software is licensed as Subscription Software. You may use the Software solely during the Subscription

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

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

Threat Intelligence Data Collection. Certain VMware NSX offerings may collect data relating to malicious or potentially malicious code, attacks, and activities on Your 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 Your and other customers' systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, You are deemed to have agreed that Threat Intelligence Data is not Your Content, and VMware may retain, use, copy, modify, distribute, and display the Threat Intelligence Data for its business purposes, including without limitation for developing, enhancing, and supporting products and services, and for use in its threat intelligence feed 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.

2.21 VMware NSX Advanced Threat Prevention to Gateway Firewall

Definitions

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

License Notes

You may use the Software (1) on Physical Cores to run up to the number of Cores for which You have paid the applicable license fees, provided that you must license all the Physical Cores on any Processor on which you 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 You have paid the applicable license fees. The Software is licensed as Subscription Software. You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software and Documentation.

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

Threat Intelligence Data Collection. Certain VMware NSX offerings may collect data relating to malicious or potentially malicious code, attacks, and activities on Your 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 Your and other customers' systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, You are deemed to have agreed that Threat Intelligence Data is not Your Content, and VMware may retain, use, copy, modify, distribute, and display the Threat Intelligence Data for its business purposes, including without limitation for developing, enhancing, and supporting products and services, and for use in its threat intelligence feed 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.

2.22 VMware NSX Network Detection and Response

Definitions

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

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

NDR Engine. For each Processor which you have licensed You may analyze no more than 5,000 Artifacts per day.

Threat Intelligence Data Collection. Certain VMware NSX offerings may collect data relating to malicious or potentially malicious code, attacks, and activities on Your 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 Your and other customers' systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, You are deemed to have agreed that Threat Intelligence Data is not Your Content, and VMware may retain, use, copy, modify, distribute, and display the Threat Intelligence Data for its business purposes, including without limitation for developing, enhancing, and supporting products and services, and for use in its threat intelligence feed 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.

2.23 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 You 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.

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

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

License Notes

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

VMware Cloud Services. If you purchase a cloud services version of VMware NSX Defender, Your license includes a service offering for user interface and analysis and storage of network traffic and artifacts for the same duration as your Subscription Term. Your use of the cloud service offering is governed by the Terms of Service.

Threat Intelligence Data Collection. Certain VMware NSX offerings may collect data relating to malicious or

potentially malicious code, attacks, and activities on Your 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 Your and other customers' systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, You are deemed to have agreed that Threat Intelligence Data is not Your Content, and VMware may retain, use, copy, modify, distribute, and display the Threat Intelligence Data for its business purposes, including without limitation for developing, enhancing, and supporting products and services, and for use in its threat intelligence feed 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.

2.24 VMware NSX Detonator

Definitions

"Artifact" means a file, URL, or other indicator of compromise submitted by You to the Software for analysis.

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

License Notes

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

Third Party Software Required. When the Software is deployed on Your premises, You are 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, You are 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 You access Lastline's malicious Artifacts, You are 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 you purchase a cloud services version of VMware NSX Defender, Your license includes a service offering for user interface and analysis and storage of network traffic and artifacts for the same duration as your Subscription Term. Your use of the cloud service offering is governed by the Terms of Service.

Threat Intelligence Data Collection. Certain VMware NSX offerings may collect data relating to malicious or potentially malicious code, attacks, and activities on Your 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 Your and other customers' systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, You are deemed to have agreed that Threat Intelligence Data is not Your Content, and VMware may retain, use, copy, modify, distribute, and display the Threat Intelligence Data for its business purposes, including without limitation for developing, enhancing, and supporting products and services, and for use in its threat intelligence feed 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.

2.25 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 you want 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 You purchased a license to VMware Global Network Identities, You may use the Software to monitor up to the number of Resource Objects for which You have paid the applicable license fees. The Software is licensed as Subscription Software. You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software and Documentation.

3. MODERN APPLICATIONS

3.1 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.

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

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

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

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

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

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

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

General License Notes

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

In addition to the above license notes that apply to each Software component of the VMware Tanzu Kubernetes Grid Integrated Edition (except the license metric for those Software components), Your purchase of VMware Tanzu Kubernetes Grid Integrated Edition includes an entitlement to use VMware Tanzu Kubernetes Grid Integrated Edition and VMware Tanzu Kubernetes Grid as described this section. You may use the entitlements specified in this section as licenses to either VMware Tanzu Kubernetes Grid Integrated Edition or VMware Tanzu Kubernetes Grid, only if Your use of the Subscription Software licenses at any given time does not exceed the total number of Pods or Cores of VMware Tanzu Kubernetes Grid Integrated Edition purchased by You. You may use VMware Tanzu Kubernetes Grid Integrated Edition and VMware Tanzu Kubernetes Grid at any time during the Subscription Term. Section 3.2 applies to Your use of VMware Tanzu Kubernetes Grid

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

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

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

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

VMware NSX-T Data Center Advanced Edition

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

The Subscription Term of Your license to VMware NSX-T Data Center Advanced Edition will have the same Subscription Term as Your license to VMware Tanzu Kubernetes Grid Integrated Edition. You may use the Subscription Software solely during the Subscription Term. You may only use the Subscription Software with VMware Tanzu Kubernetes Grid Integrated Edition. You 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 Your license to the Subscription Software, You 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. You may access and use only the features and functionality that correspond with VMware NSX-T Data Center Advanced. Those features and functionality are detailed at the following link: https://kb.vmware.com/s/article/52462. You agree to not access or use any feature or functionality of an edition of the Software other than VMware NSX-T Data Center Advanced Edition.

VMware Harbor Container Registry for PCF

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

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

VMware has no obligation to provide Support Services for VMware Harbor Container Registry for PCF if Your license to VMware Harbor Container Registry for PCF is not (i) deployed with VMware 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

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

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

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.

3.2 VMware Tanzu Kubernetes Grid

Definitions

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

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

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

License Notes

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

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

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

3.3 VMware Tanzu

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

"**Task**" means a single process running on a single Container within the Foundation. 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.

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3.3.1 General License Notes

</div>

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

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

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

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

Software may be downloaded from https://network.pivotal.io and other pivotal.io sites. OSS for the Support-Only Offerings set forth in Section 3.3.4 may be downloaded from maven.apache.org, gradle.org, redis.io, rabbitmq.com, hortonworks.com, and nuget.org.

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

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

3.3.2 Product Edition/Suite Specific License Notes

VMware Tanzu Application Service

If You purchase a license to VMware Tanzu Application Service, You may use the Software for up to the number of Application Instances or Cores for which You have paid the applicable license fees. To run the Software, you 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 You, 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.

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

Operations Manager

If You purchase a license to Operations Manager, You may use the Software for up to the number of Foundations for which You have paid the applicable license fees. Your license to Platform Automation Tools includes the right for 5 users 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 You purchase a license to VMware Tanzu Build Service (which includes Tanzu Buildpacks), You may use the Software for up to the number of Cores for which You have paid the applicable license fees. VMware may distribute third-party

VMware Tanzu GemFire

If You purchase a license to VMware Tanzu Gemfire, You may use the Software for up to the number of Cores for which You have paid the applicable license fees, which can be deployed as VMware Tanzu GemFire, VMware Tanzu GemFire for VMs, or VMware Tanzu GemFire for Kubernetes.

VMware Spring Runtime

If You purchase a license to VMware Spring Runtime, You may use the Software for up to the number of Pods or Cores for which You have paid the applicable license fees. The following products can be run concurrently up to the total licensed number of Pods or Cores: VMware Distribution of OpenJDK, 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 You purchase a license to VMware Tanzu Greenplum, You may use the Software for up to the number of Cores for which You have paid the applicable license fees, which can be deployed as VMware Tanzu Greenplum [K8s], VMware Tanzu Greenplum [Bare Metal], or Greenplum Database by VMware Tanzu.

VMware Tanzu SQL

If You purchase a license to VMware Tanzu SQL, You may use the Software for up to the number of Cores for which You have 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.

Redis for VMware Tanzu

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

VMware Tanzu RabbitMQ

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

VMware Tanzu Toolkit for Kubernetes

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

3.3.3 Software as a Service

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

3.3.4 Support Only Subscriptions

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

3.4 VMware Tanzu Basic

Definitions

"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.

"Supervisor Cluster" means a software grouping of Servers running vSphere for the purpose of resource sharing which are used for running Kubernetes workloads.

License Notes

You may use the Software for up to the number Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. The Software is licensed as Subscription Software. You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software and Documentation. Unless otherwise specified in Your Order or EULA, Your Order for the Subscription Software may not be cancelled, and You are not entitled to any refunds.

All Tanzu Basic Software that is managed by a given Supervisor Cluster must have the same Subscription Term.

You may not use or deploy the Software on Public Cloud Services.

3.5 VMware Tanzu Standard

Definitions

"**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.

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

License Notes

If you license the Software on a per-Processor basis, You may use the Software on a Server that contains up to the maximum number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. If you license the Software on a per-Core basis, You may use the Software for up to the number Cores for which You have 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 You have paid the applicable license fees.

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

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

VMware Tanzu Mission Control Standard. Your license to use VMware Tanzu Standard includes an entitlement to use the VMware Tanzu Mission Control Standard service offering for the same duration as your Subscription Term. Your use of the VMware Tanzu Mission Control Standard service offering is governed by the Terms of Service. 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.

3.6 VMware Tanzu Advanced Edition

Definitions

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

License Notes

VMware Tanzu Advanced is sold as a "Pack" of infrastructure and developer-oriented Software and cloud service offerings. For each Pack of VMware Tanzu Advanced that You purchase, you may use the following Subscription Software on up to twenty (20) Cores:

(1) VMware Tanzu Standard Runtime,

(2) VMware Container Networking with Antrea for Tanzu Advanced,

(3) VMware Tanzu Build Service for Tanzu Advanced, and

(4) VMware Spring Runtime.

(5) Cloud Native Runtimes for VMware Tanzu

For each Pack of VMware Tanzu Advanced that you purchase, you may use VMware NSX Advanced Load Balancer Subscription Software to balance the workloads of up to one (1) Processor (subject to the restrictions in Section 2.12).

For each Pack of VMware Tanzu Advanced that you purchase, you may use VMware Tanzu SQL on up to one (1) Core.

For each Pack of VMware Tanzu Advanced that you purchase, you may use the following cloud service offerings to manage up to twenty (20) Cores:

(1) VMware Tanzu Service Mesh Advanced, and

(2) VMware Tanzu Mission Control

For each Pack of VMware Tanzu Advanced that you purchase, you may use the VMware Application Catalog for Tanzu Advanced cloud service offering solely to obtain and run artifacts from VMware Application Catalog on up to twenty (20) Cores managed by VMware Tanzu Mission Control.

For each Pack of VMware Tanzu Advanced that you purchase, you may use VMware Tanzu Observability for up to 160 Points Per Second (PPS).

Subscription Software. Each license note in the applicable section of this Product Guide for components of the VMware Tanzu Advanced pack are applicable to Your use of that respective Software and applicable edition when licensed as part of this VMware Tanzu Advanced pack.

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

The following components in the VMware Tanzu Advanced offering are not licensed individually: VMware Tanzu Standard Runtime, VMware Container Networking with Antrea for Tanzu Advanced, VMware Tanzu Build Service for Tanzu Advanced, and VMware Application Catalog for Tanzu Advanced. Additional purchases (including overage charges or true-up purchases as may be described in the Terms of Service or relevant Service Offering Documentation) for any component that is not licensed individually will be applicable to the entire VMware Tanzu Advanced offering.

VMware cloud service offerings. Your license to use VMware Tanzu Advanced includes an entitlement to use certain VMware cloud service offerings for the same duration as your Subscription Term. Your use of any VMware cloud service offering included in a Pack of VMware Tanzu Advanced is governed by the Terms of Service.

VMware Application Catalog for Tanzu Advanced. Your subscription to VMware Application Catalog for Tanzu Advanced includes access to the full catalog of Helm charts and containers applications delivered to a VMware-provided registry. Only one operating system, supplied by VMware, is available in VMware Application Catalog for Tanzu Advanced. Artifacts from the VMware Application Catalog may only be used on Cores managed by VMware Tanzu Mission Control.

3.7 VMware Tanzu Application Platform

License Notes

You may use the Software for up to the number vCPUs for which You have paid the applicable license fees. You 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. You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software and Documentation. Unless otherwise specified in Your Order or EULA, Your Order for the Subscription Software may not be cancelled, and You are not entitled to any refunds.

3.8 VMware Tanzu for Kubernetes Operations

Definitions

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

License Notes

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 You purchase, you may use the following Subscription Software on up to one (1) Core:

(1) VMware Tanzu Standard Runtime,

(2) VMware Container Networking with Antrea for Tanzu Advanced,

For each Infrastructure Unit of VMware Tanzu for Kubernetes Operations that you purchase, you 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 you purchase, you 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 Your 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. You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software and Documentation. Unless otherwise specified in Your Order or EULA, Your Order for the Subscription Software may not be cancelled, and You are not entitled to any refunds.

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

VMware cloud service offerings. Your license to use VMware Tanzu Advanced includes an entitlement to use certain VMware cloud service offerings for the same duration as your Subscription Term. Your use of any VMware cloud service offering included in a Pack of VMware Tanzu Advanced is governed by the Terms of Service.

4. INFRASTRUCTURE AND OPERATIONS MANAGEMENT

4.1 VMware vCenter Server

Definitions

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

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

4.1.1 General License Notes

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

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

4.1.2 Product Edition/Suite Specific License Notes

VMware vCenter Server Foundation

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

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

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

You may only use VMware vCenter Server included in the Essential Kit solely to manage up to three (3) Servers, with each Server having (1) up to two (2) Processors, each with up to thirty-two (32) Physical Cores; or (2) one Processor with up to sixty-four (64) Physical Cores. You may only use VMware vCenter Server provided with the Essentials Kit to manage Servers running a copy of VMware vSphere included with the Essentials Kit.

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

VMware vCenter Server Virtual Appliance

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

You may only download the number of copies of VMware vCenter Server Virtual Appliance that are reasonably necessary for You to exercise the license granted to You in Section 1.1 of the EULA.

4.2 VMware 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.

"**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.

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

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

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

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

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

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

4.2.1 General License Notes

For Your license to each edition of the VMware vRealize Operations, the number of permitted Processors (subject to the Processor Restriction detailed in Section 1.5) or Operating Systems Instances, as applicable (each, a "License Unit") is calculated as the average number of License Units used during the immediately preceding 365 days.

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

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

Restriction on Features. Each edition of the Software (Standard, Advanced or Enterprise) offers different features and functionality. You may access and use only the features and functionality that correspond with the edition of Software You have validly licensed. Those features and functionality are detailed in the following link: https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/products/vmware-vrealize-operations-8.2-datasheet.pdf. You agree to not access or use any feature or functionality of an edition of the Software to which You are not entitled based on the edition of Software You have validly licensed.

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

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

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

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

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

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

Restrictions on Use with VMware Horizon Environments: If you license the Software on a per-Processor-basis and such monitoring is permitted by your edition of VMware vRealize Operations as detailed below, You 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 you license the Software on a per-OSI-basis and such monitoring is permitted by your edition of VMware vRealize Operations as detailed below, You 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 below, You may not use the Software to monitor Public Cloud Services.

4.2.2 Product Edition Specific License Notes

VMware vRealize Operations Standard

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

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

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

VMware vRealize Operations Advanced

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

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

VMware vRealize Operations may be enhanced with VMware or third party management packs for: (i) infrastructure monitoring, (ii) operating 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 vRealize Operations Manager provided with the VMware vRealize Operations.

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

VMware vRealize Operations Enterprise

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

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

VMware vRealize Operations may be enhanced with VMware or third party management packs for: (i) infrastructure monitoring, (ii) operating systems monitoring, (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 vRealize Operations Manager that is provided with the VMware vRealize Operations.

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

VMware vRealize Operations for IBM Power Systems

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

4.3 VMware vRealize Automation

Definitions

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

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

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

4.3.1 General License Notes

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

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

If you purchase a license to VMware vRealize Automation as part of VMware vRealize Suite, you may use VMware vRealize Automation for up to the number of PLUs for which you have paid the applicable license fees for VMware vRealize Suite (as defined in Section 6.2 (VMware vRealize Suite)).

You understand that any log files generated in order to obtain support from VMware may contain sensitive, confidential or personal information. You are solely responsible for taking the steps necessary to protect such data prior to sending it to VMware or any third party, including obfuscating the logs before sending them to VMware.

VMware vRealize Automation Standard Plus. If you purchase a license to VMware vRealize Automation Standard Plus Edition, You may use the Software for up to the number of Operating Systems Instances for which You have paid the applicable license fees. You may only use the VMware vRealize Automation Standard Plus Software to manage configurations of single systems identified by an IP address that has the ability 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 vRealize Automation Standard Plus.

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

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

VMware Lifecycle Manager

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

VMware vRealize Orchestrator for vRealize Automation

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

XaaS Feature

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

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

VMware vRealize Automation SaltStack Config. For VMware vRealize Automation version 8 or newer, Your license to use VMware vRealize Automation includes an entitlement to manage the configurations of Virtual Machines using vRealize Automation integrated functionality or to manage configurations of Single Systems directly (as described below) using VMware vRealize Automation SaltStack Config. The total number of Operating Systems Instances or Portable License Units for which You are managing the configurations using either VMware vRealize Automation SaltStack Config or vRealize Automation integrated functionality cannot at any given time exceed the number of Operating Systems Instances or Portable License Units for which You have licensed VMware vRealize Automation. You may only use the VMware vRealize Automation SaltStack Config Software to manage configurations of single systems identified by an IP address that has the ability 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 vRealize Automation SaltStack Config.

VMware vRealize Automation SaltStack SecOps. You may use the Software for up to the number of Processors (subject to the Processor Restriction detailed in Section 1.5) or Operating Systems Instances for which You have paid the applicable license fees. VMware vRealize Automation SaltStack SecOps is an add-on license. To use

VMware vRealize Automation SaltStack SecOps with any Operating System Instance or Processor, you must have purchased a license to VMware vRealize Automation for that Operating System Instance or Processor.

4.4 VMware vCloud Connector Core

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

4.5 VMware 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.

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

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

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

License Notes

You may use the Software for up to the number of Processors (subject to the Processor Restriction detailed in Section 1.5) or Operating Systems Instances for which You have paid the applicable license fees. The number of Operating Systems Instances is calculated as the average number of Operating Systems Instances during the immediately preceding 365 calendar days. The Software must be licensed for the Processors or the Operating Systems Instances that are providing data, including any log file, to a centralized server or cluster of servers. A license is not required for (i) installations of the Software that are solely for disaster recovery, VMware vRealize Log Insight online archive analysis, or additional members of a VMware vRealize Log Insight cluster; or (ii) a centralized VMware vRealize Log Insight server which is solely configured to collect data.

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

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

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

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

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

Log Files and Support Data. You acknowledge that correspondence, log files and other data generated in conjunction with either a request for support services or Your involvement in the Customer Experience Improvement Program (collectively, "**Support Data**") may contain sensitive, confidential or personal information. By participating in the Customer Experience Improvement Program, You acknowledge and agree that Your Support Data may be collected, processed, stored and transferred in accordance with the VMware vRealize Log Insight Installation and Administration Guide (https://docs.vmware.com/en/vRealize-Log-Insight/4.6/log-insight-administration-guide.pdf). You are solely responsible for taking all steps necessary to both: 1) consider all applicable privacy laws prior to sending any Support Data to VMware; and 2) remove or otherwise protect any confidential, sensitive or personal information from the Support Data, including obfuscating the logs or otherwise guarding such information. Information collected by VMware may be transferred, stored and processed by VMware in the United States or any other country in which VMware or its affiliates, subsidiaries or service providers maintain facilities.

Restrictions on Use with VMware Horizon Environments: If you license the Software on a per-Processor-basis, You 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 you license the Software on a per-OSI-basis, You 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.

4.6 VMware vRealize Operations Management Pack for Care Systems Analytics

Definitions

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

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

4.7 VMware Health Analyzer Collector

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

4.8 VMware vRealize Network Insight

Definitions

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

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

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

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

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

"**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 Data Center Enterprise Plus or vRealize Network Insight Advanced or vRealize Network Insight Enterprise.

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

Log Files. You acknowledge that both VMware vRealize Network Insight Advanced and VMware vRealize Network Insight Enterprise will automatically send log files to VMware unless You opt out of this feature. You may opt out of this feature during the Software installation or later by changing Your participation preference in the Software

settings. These log files may contain sensitive, confidential or personal information such as the name or email address of individual users. You are responsible for ensuring Your compliance with applicable laws. VMware, its affiliates and service providers, will use the log files, together with other information VMware collects in relation to its products and services and maintains in relation to Your account, to provide customer support, advise You on how to use VMware products and services, fix problems, and improve VMware products and services. Information collected by VMware may be transferred, stored and processed by VMware in any country in which VMware or its affiliates or service providers maintain facilities.

Product Edition License Notes

VMware vRealize Network Insight Advanced. You may use VMware vRealize Network Insight Advanced for up to the number of Processors, except as noted below with respect to VMware vRealize Network Insight for Desktop, for which you have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5**.** All VMware NSX licenses and support services are sold separately. Additionally, for each license for which you have paid the applicable fees You may use the Software to monitor one (1) Network Device. VMware vRealize Network Insight Advanced does not support VMware vRealize Network Insight Assurance and Verification.

VMware vRealize Network Insight Enterprise. You may use VMware vRealize Network Insight Enterprise for up to the number of Processors, except as noted below with respect to VMware vRealize Network Insight for Desktop, for which you have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5**.** All VMware NSX licenses and support services are sold separately. Additionally, for each license for which you have paid the applicable fees You may use the Software to monitor one (1) Network Device. If You wish to monitor additional Network Devices, You may purchase VMware vRealize Network Insight Assurance and Verification.

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

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

VMware vRealize Network Insight Assurance and Verification. You may use the VMware Network Insight Assurance and Verification Software for up to the number of Network Devices for which you have paid the applicable license fees.

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

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

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

4.9 VMware Integrated OpenStack

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

4.10 VMware vRealize True Visibility Suite

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 since 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.

"**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.

"**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

You may use the Software for up to the number of Processors (subject to the Processor Restriction detailed in Section 1.5), Operating Systems Instances, or VMware True Visibility Technology Modules for which You have paid the applicable license fees. If You license the Software as Subscription Software, You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must (1) promptly cease use of the Software and Documentation, and (2) delete or uninstall all Software and License Keys. Unless otherwise specified in Your Order or the EULA, Your Order for the Software (whether Subscription Software or perpetual) may not be cancelled, and You are not entitled to any refunds.

You may not deploy or use the Software on Public Cloud Services.

You must license the same number of Processors or Operating System Instances as you have licenses to VMware vRealize Operations. You may not license different editions of VMware vRealize True Visibility Suite, and such editions must be at the same or lower edition as your licenses to VMware vRealize Operations. For example, if you have licensed 100 VMware vRealize Operations Advanced per-Processor licenses, then you must license 100 per-Processor licenses of VMware vRealize True Visibility 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 vRealize Operation in the same or higher edition as the VMware True Visibility Tech Module license.

4.11 VMware vRealize Business for Cloud Advanced Edition

Definitions

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

License Notes

VMware vRealize Business for Cloud Advanced Edition

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

vRealize Reference Database

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

5.1 VMware vCloud Networking and Security

Definitions

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

License Notes

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

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

5.2 VMware Carbon Black

"**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

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

Threat Intelligence Data Collection. Certain VMware Carbon Black offerings may collect data relating to malicious or potentially malicious code, attacks, and activities on Your Endpoints ("Threat Intelligence Data"). Threat Intelligence Data is collected by VMware for analysis and possible inclusion in a threat intelligence feed utilized by certain VMware Carbon Black Cloud offerings. Prior to inclusion in any threat intelligence feed, Threat Intelligence Data will be: (i) reduced to a unique file hash or to queries or general behavioral descriptions that can be used to identify the same or similar malicious or potentially malicious code in Your and other customers' systems; and/or (ii) anonymized and made un-attributable to any particular customer or individual. VMware may distribute Threat Intelligence Data at its discretion as part of its threat intelligence data feed or in published reports or research. By using a Threat Intelligence Data feed, You are deemed to have agreed that Threat Intelligence Data is not Your Content, and VMware may retain, use, copy, modify, distribute and display the Threat Intelligence Data for its business purposes, including without limitation for developing, enhancing, and supporting products and services, and for use in its threat intelligence feed 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-Premise Components. VMware may release patches, bug fixes, updates, upgrades, maintenance and/or service packs ("Updates") for the Software, as a whole or specific to the Sensor Software, from time to time, which may be necessary to ensure the proper function and security of the Software. VMware is not

responsible for performance, security, warranty breaches, support or any other issues encountered in connection with the VMware Carbon Black Cloud offerings that result from a customer's failure to accept and apply Updates within a reasonable time frame.

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

Sub-processors. VMware Carbon Black Software may include embedded or optional functionality provided by third party Sub-processors. For any such optional functionality, You may choose to refrain from utilizing the applicable functionality, in which case such processing will not occur. For a list of the Sub-processors that may process your Personal Data, see the Carbon Black Sub-processor List. If you would like to receive updates to this Sub-processor list, please go http://pages.cloud.vmware.com/sub-processor-communications, and enable notifications for these Sub-processor lists. The Sub-processors list 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.

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Product Edition/Suite Specific License Notes

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VMware Carbon Black EDR for Engagements. If you purchase a license to VMware Carbon Black EDR for Engagement, You may use the Software on your own behalf or on the behalf of another entity, on an unlimited number of Endpoints during any single Incident Response Investigation. You may only use the Software for up to the number of Incident Response Investigations at any one time during your Subscription Term for which you have 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. You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software and Documentation. "Incident Response Investigation" means an investigation where You (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.

6. VMWARE SUITES

6.1 VMware vCloud Suite

Definitions

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

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

License Notes

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

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

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

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

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

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

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

6.2 VMware vCloud Suite Subscription

Definitions

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

License Notes

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

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

VMware vSphere Enterprise Plus for vCloud Suite (term based). If You have purchased VMware vCloud Suite Subscription Standard, Advanced or Enterprise, You 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 You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. You will not be entitled to receive any support or subscription services for VMware vSphere Enterprise Plus for vCloud Suite on a standalone basis. You may not renew your subscription license to VMware vSphere Enterprise Plus for vCloud Suite (term based) on a standalone basis. Your subscription license VMware vSphere Enterprise Plus for vCloud Suite (term based) may only be purchased or renewed as part of vCloud Suite Subscription.

VMware vRealize Cloud Universal. Your license to use VMware vCloud Suite Subscription includes an entitlement to use the VMware vRealize Cloud Universal service offering for the same duration as your Subscription Term. Your use of the VMware vRealize Cloud Universal service offering is governed by the Terms of Service.

6.3 VMware vRealize Suite

Definitions

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

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

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

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

Workspace ONE Access. Your license to VMware vRealize Suite includes an entitlement to use VMware Workspace ONE Access (formerly VMware Identity Manager), but only for the following functionalities: (1) installation of VMware vRealize Suite offerings through the VMware vRealize Suite Lifecycle Manager Easy Installer (2) authentication of users for access to VMware vRealize Suite (3) tenant and directory management for VMware vRealize 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 vRealize Suite offerings.

6.4 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 You have deployed the Software.

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

"**Desktop Virtual Machine**" is a hosted Virtual Machine with one of the following Microsoft Windows operating systems: XP, Vista, 7, 8, 10 or Server, which may run on VMware Horizon or a third-party solution.

"**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 Provider**" means a service provider or public cloud compute provider that provides Public Cloud Services to its end customers.

"**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.

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

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

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

<p align="center">**General License Notes**</p>

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

VMware SDDC Manager and SDDC Manager for vSAN (each "SDDC Manager Software"). Except as noted below for VMware Cloud Foundation for Virtual Desktop Infrastructure, You may use the VMware SDDC Manager Software on a Server that contains up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. Although each Cloud Foundation Instance is managed by a single SDDC Manager Software instance, You must have a license for each Software component in the VMware Cloud Foundation bundle (including VMware SDDC Manager Software) for every Processor in each Cloud Foundation Instance. Notwithstanding the foregoing sentence, you may use third-party NFS or fibre channel storage in lieu of VMware vSAN for the compute Workload Domain(s). You may license different VMware Cloud Foundation editions (Standard, Advanced, Enterprise, Standard for External Storage, Advanced for External Storage, Enterprise for External Storage, and Starter) in different Workload Domains, but within any single Workload Domain you must license the same edition. You must not, and must not allow Your Third Party Agents to, access, use or operate the VMware SDDC Manager Software on Public Cloud Services.

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

<p align="center">**Product Edition/Suite Specific License Notes**</p>

VMware Cloud Foundation Remote Office Branch Office ("VMware Cloud Foundation ROBO")

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

You may only use VMware Cloud Foundation included in the VMware Cloud Foundation ROBO edition for up to the number of Virtual Machines You purchased. You 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 Your remote physical locations but not including Your on-line stores, Your 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 you have purchased a license to all applicable Software.

VMware Cloud Foundation for Virtual Desktop Infrastructure

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

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

VMware Cloud Foundation with Tanzu Standard

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

You may use the Software on a Server that contains up to the maximum number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5.

Your license to use VMware Cloud Foundation with Tanzu Standard includes either a one-year or 3-year subscription (unless another Subscription Term is specified in your Order) to VMware Tanzu Standard. VMware Tanzu Standard includes an entitlement to a VMware cloud service offering. Each license note in the VMware Tanzu Standard section of this Product Guide, including the notes related to the VMware cloud service offering, applies to your 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 Your use of that respective Software: VMware NSX Advanced Threat Prevention and VMware NSX Advanced Load Balancer. The Software is licensed as Subscription Software. You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software and Documentation.

VMware 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 Your use of that respective Software: VMware NSX Advanced Threat Prevention and VMware NSX Advanced Load Balancer. The Software is licensed as Subscription Software. You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software and Documentation.

Your 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 your Order) to VMware Carbon Black Cloud Workload Advanced cloud service. You 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 You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. Your use of the VMware Carbon Black Cloud Workload Advanced cloud service is governed by the VMware Cloud Service Offerings Terms of Service ("Terms of Service") available at http://www.vmware.com/download/eula.html and the ancillary documents listed on the Terms of Service page, rather than by the License Agreement. Please review the provisions of the service description for details and additional conditions regarding Your use of the cloud service.

6.5 VMware Cloud Foundation Subscription

Definitions

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

"**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.

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

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

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

License Notes

Each license note in the applicable section of this Product Guide for the following VMware Software is applicable to Your use of that respective Software and applicable edition when licensed as part of this VMware Cloud

Foundation bundle: 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. You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software and Documentation. Except for VMware vRealize Cloud Universal Enterprise, You may not renew your 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.

VMware SDDC Manager for vSAN. You may use the VMware SDDC Manager for vSAN Software on a Server that contains up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. Although each Cloud Foundation Instance is managed by a single SDDC Manager Software instance, You must have a license for each Software component in the VMware Cloud Foundation bundle (including VMware SDDC Manager Software) for every Processor in each Cloud Foundation Instance. Within any single Workload Domain you must license the same edition of VMware Cloud Foundation or VMware Cloud Foundation Subscription. You must not, and must not allow Your Third Party Agents to, access, use or operate the VMware SDDC Manager Software on Public Cloud Services.

VMware vCenter Server. You must separately purchase a VMware vCenter Server license in each Cloud Foundation Instance. You may use a single VMware vCenter Server license to run multiple Workload Domains provided that all Workload Domains reside in a single Cloud Foundation Instance. Licenses to VMware vCenter Server are not included with VMware Cloud Foundation Subscription.

VMware vRealize Cloud Universal. Your license to use VMware Cloud Foundation Subscription includes an entitlement to use the VMware vRealize Cloud Universal service offering for the same duration as your Subscription Term. Your use of the VMware vRealize Cloud Universal service offering is governed by the Terms of Service.

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

VMware Cloud Foundation Subscription – 1 Year Convertible. If you purchase the VMware Cloud Foundation 1 Year Convertible Software, you may convert that Software as provided in the VMware Cloud Universal Program Guide.

6.6 Server SAN Suite

License Notes

VMware vSAN Advanced edition. You may use the Software in Clusters with up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. "Clusters" and "Processors" have the meanings given to them in section 2.5 of this Product Guide. In addition, the license notes for VMware vSAN in this Product Guide apply to Your use of the Software when licensed as part of this suite.

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

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

7. DESKTOP AND END USER COMPUTING

7.1 VMware Horizon View Enterprise Add-on

Definitions

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

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

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

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

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

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

License Notes

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

7.2 VMware Horizon Client for iOS

Definitions

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

License Notes

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

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

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

The limited warranty in Section 6.1 of this EULA shall not apply to the Software. To the maximum extent permitted by applicable law, Apple Inc. will have no warranty obligation whatsoever with respect to the Software. NOTWITHSTANDING ANY OTHER SECTION OF THIS EULA, TO THE MAXIMUM EXTENT PERMITTED BY LAW, VMWARE AND ITS LICENSORS PROVIDE THE SOFTWARE "AS IS," WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS EULA OR COMMUNICATION WITH YOU, AND VMWARE AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

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

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

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

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

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

Data Collection and Privacy

a) **Consent for Collection and Use of Data**. You acknowledge that you understand that the Software has been developed and marketed and is supported by VMware and its affiliates for use by Your organization and its individual representatives, employees, customers and other users, including You. By downloading, installing, using and receiving customer support services for the Software, You acknowledge that any data You input into the Software, including without limitation personal, sensitive, confidential, and technical data ("Data"), may be shared with and is accessible by Your organization. In order to protect the privacy, security and integrity of the Data and information in Your organization's instance of the Software, You acknowledge and understand that Your organization may set policies that affect Your ability to control, access, share, transfer and/or delete Data stored in the Software.

b) **Log Files.** You acknowledge that correspondence and log files generated in conjunction with a request for support services may contain sensitive, confidential, or personal information. You are solely responsible for taking the steps necessary to protect that data, including obfuscating the logs or otherwise guarding such information prior to sending it to VMware, Your organization, or any third party.

7.3 VMware Horizon Client for Windows Desktop

Data Collection and Privacy

a) **Consent for Collection and Use of Data**. You understand that the Software has been developed, marketed and supported by VMware and its affiliates for use by Your organization and its individual representatives, employees, customers and other users, including You. By downloading, installing, using and receiving customer support services for the Software, You acknowledge that any data You input into the Software, including without limitation personal, sensitive, confidential and technical data ("**Data**"), may be shared with and accessible by Your organization. In order to protect the privacy, security and integrity of the Data and information in Your organization's instance of the Software, You acknowledge and understand that Your organization may set policies that affect Your ability to control, access, share, transfer and/or delete Data stored in the Software.

b) **Log Files**. You acknowledge that correspondence and log files generated in conjunction with a request for support services may contain sensitive, confidential or personal information. You are solely responsible for taking the steps necessary to protect such data, including obfuscating the logs or otherwise guarding such information prior to sending it to VMware, Your organization or any third party.

7.4 VMware ThinApp

Definitions

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

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

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

License Notes

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

You must have a separate Software license for each Device or Named User, except for a Device or Named User running ThinApp in an authorized concurrent use environment.

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

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

7.5 VMware ThinApp Virtualization Packager

Definitions

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

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

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

License Notes

You may use the VMware ThinApp Virtualization Packager to create ThinApps for end users within Your enterprise, without any further redistribution rights, in accordance with the licensing terms of the Customer Application. You must have a separate VMware ThinApp Virtualization Packager license for each Device or Named User, except for a Device or Named User running ThinApp in an authorized concurrent use environment. Customer will display the following notice with each ThinApp: "Powered by VMware. Portions of this software contain VMware, Inc. technology. Copyright © 1999-2020 VMware, Inc. All Rights Reserved."

7.6 VMware Workstation Pro

Definitions

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

License Notes

VMware Fusion Pro. For each license of VMware Workstation Pro that You have purchased, you may use the Software on Windows or Linux operating systems or You may use VMware Fusion Pro on macOS operating systems. Your use of VMware Fusion Pro is subject to Section 7.7.

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

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

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

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 conjuction with a VMware hypervisor. You may not use VMware Tools with any other hypervisor. You may distribute the VMware Tools to third parties solely when installed in a Guest Operating System within a Virtual Machine. You are liable for compliance by those third parties with the terms and conditions of this EULA.

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

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

Application Programming Interface ("APIs"). The APIs are provided for Your personal use solely for the purpose of creating software that communicates with VMware Software (the "**Developer Software**"). You agree to defend, indemnify and hold harmless VMware, and any of its directors, officers, employees, Affiliates or agents, from and against any and all claims, losses, damages, liabilities and other expenses (including reasonable attorneys' fees), arising from Your use, modification and distribution of the distributable code and the Developer Software.

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

other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any software or hardware.

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

VMware Workstation Player. You may install and use VMware Workstation Player, for personal use, internal business use, or any use by You in the functions of Your employment on a number of computers equal to the number of licenses purchased, provided that You install and use VMware Workstation Player on the same computer on which VMware Workstation Pro is installed. Installing and using a single license of VMware Workstation Player on multiple computers is prohibited even if the computers are not running VMware Workstation Player concurrently. Your use of VMware Workstation Player is subject to Section 7.8.

7.7 VMware Fusion Pro

Definitions

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

"**Mac Computer**" means any Apple Inc.-branded products running some version of macOS .

General License Notes

VMware Workstation Pro. For each license of VMware Fusion Pro that You have purchased, you may install the Software on Mac Computers or you may install VMware Workstation Pro on Windows or Linux operating systems. Your use of VMware Workstation Pro is subject to Section 7.6.

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

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

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

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 conjuction with a VMware hypervisor. You may not use VMware Tools with any other hypervisor. You may distribute the VMware Tools to third parties solely when installed in a Guest Operating System within a Virtual Machine. You are liable for compliance by those third parties with the terms and conditions of this EULA.

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

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

Application Programming Interface (APIs). The APIs are provided for Your personal use solely for the purpose of creating software that communicates with VMware Software ("**Developer Software**"). You agree to defend, indemnify and hold harmless VMware, and any of its directors, officers, employees, affiliates or agents, from and

against any and all claims, losses, damages, liabilities and other expenses (including reasonable attorneys' fees), arising from Your use, modification and distribution of the distributable code and the Developer Software.

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

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

7.8 VMware Workstation Player

Definitions

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

License Notes

VMware Fusion Player. For each license of VMware Workstation Player that You have purchased, you may use the Software on Windows or Linux operating systems or You may use VMware Fusion Player on macOS operating systems. Your use of VMware Fusion Player is subject to Section 7.9.

Non-Commerical Use. You may install and use VMware Workstation Player for Your own non-Commercial Use.

Commercial Use. If You purchased licenses for VMware Workstation Player or if You obtain the Software as part of VMware Workstation Pro, You may install and use the Software for Commercial Use on a number of computers equal to the number of licenses purchased. Installing and using a single license of the Software on multiple computers is prohibited even if the computers are not running the Software concurrently. 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 conjuction with a VMware hypervisor. You may not use VMware Tools with any other hypervisor. You may distribute the VMware Tools to third parties solely when installed in a Guest Operating System within a Virtual Machine. You are liable for compliance by those third parties with the terms and conditions of this EULA.

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

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

Limited Support and Subscription Services. Unless You have purchased additional VMware support and subscription services for the Software and if you have purchased a license for Commercial Sse, VMware will provide You with limited web-based support services for the Software for a period of thirty (30) days after the date of purchase and VMware will provide you with the "VMware Complimentary Update Service" for a period of eighteen (18) months from the date of general availability of the Software. The "VMware Complimentary Update Service" is defined in the VMware Support and Subscription Services Terms and Conditions posted at

Application Programming Interface ("APIs"). The APIs are provided for Your personal use solely for the purpose of creating software that communicates with VMware Software (the "**Developer Software**"). You agree to defend, indemnify and hold harmless VMware, and any of its directors, officers, employees, Affiliates or agents, from and against any and all claims, losses, damages, liabilities and other expenses (including reasonable attorneys' fees), arising from Your use, modification and distribution of the distributable code and the Developer Software.

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

7.9 VMware Fusion Player

Definitions

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

"**Mac Computer**" means any Apple Inc.-branded products running some version of macOS.

License Notes

VMware Fusion Player. For each license of VMware Fusion Player that You have purchased, you may install the Software on Mac Computers or you may install VMware Workstation Player on Windows or Linux operating systems. Your use of VMware Workstation Player is subject to Section 7.8.

Commercial Use. If You purchased licenses for VMware Fusion Player, You may install and use the Software for Commercial Use on a number of computers equal to the number of licenses purchased. Installing and using a single license of the Software on multiple computers is prohibited even if the computers are not running the Software concurrently. Concurrent use of the Software by multiple users on a single computer is prohibited.

Non-Commercial Use. You may install and use VMware Fusion Player for Your own non-Commercial Use. You must register for each non-Commercial license to VMware Fusion Player at https://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 conjuction with a VMware hypervisor. You may not use VMware Tools with any other hypervisor. You may distribute the VMware Tools to third parties solely when installed in a Guest Operating System within a Virtual Machine. You are liable for compliance by those third parties with the terms and conditions of this EULA.

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

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

Limited Support and Subscription Services. Unless You have purchased additional VMware support and subscription services for the Software and if you have purchased a license for Commercial Sse, VMware will provide You with limited web-based support services for the Software for a period of thirty (30) days after the date of purchase and VMware will provide you with the "VMware Complimentary Update Service" for a period of eighteen (18) months from the date of general availability of the Software. The "VMware Complimentary Update Service" is defined in the VMware Support and Subscription Services Terms and Conditions posted at http://www.vmware.com/files/pdf/support/support_terms_conditions.pdf. If you have 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 Your personal use solely for the purpose of creating software that communicates with VMware Software (the "**Developer Software**"). You agree to defend, indemnify and hold harmless VMware, and any of its directors, officers, employees, Affiliates or agents, from and against any and all claims, losses, damages, liabilities and other expenses (including reasonable attorneys' fees), arising from Your use, modification and distribution of the distributable code and the Developer Software.

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

7.10 VMware InstallBuilder

Definitions

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

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

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

General License Notes

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

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

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

7.11 VMware View Planner

You may use the VMware View Planner benchmarking tool solely for Virtual Desktop Infrastructure performance analysis. As discussed in the VMware View Planner Installation and User Guide, VMware View Planner must be installed concurrently with VMware vSphere and VMware View Server. Your use of VMware View Planner must comply with the VMware View Planner Run and Reporting Rules available at http://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/products/downloads/vmw-view-planner-rules-policy-en.pdf. Only You and/or authorized third parties may publish or publicly disseminate the results of Your performance testing and benchmark studies, provided that such performance testing and benchmarking studies conform to the VMware View Planner Run and Reporting Rules and the testing and benchmarking guidelines set forth in the EULA.

7.12 VMware vRealize Operations for Horizon

Definitions

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

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

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

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

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

License Notes

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

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

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

VMware vRealize Operations for Horizon requires two license keys to work: the VMware vRealize Operations Manager key and an adapter key. The VMware vRealize 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 vRealize Operations for Horizon does not support Horizon 8 or newer releases.

7.13 VMware AirWatch

Definitions

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

"**Named User**" means Your single designated User.

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

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

7.13.1 General License Notes

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

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

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

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

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

Usage Data. VMware may collect and process Usage Data to manage Your account, send You service-related notifications, bill You for purchased services, enforce compliance with this Agreement, facilitate the provisioning of updates, improve of the Software, better understand Your business needs and comply with our contractual obligations and applicable law. Usage Data may be transferred to other companies in the VMware worldwide group of companies from time to time. To the extent that this information constitutes personal information, VMware shall be the controller of such personal information. To the extent at it acts as a controller, each party shall comply at all times with its obligations under the local legislation applicable in the Territory for the protection of individuals with regard to the processing of personal data. In this section, "controller" shall have the meaning given to it in the EU General Data Protection Regulation 2016/679.

Usage Data Transfer. You agree that Usage Data collected or received by VMware in connection with the download, installation, configuration, maintenance, support and use of the Software may be transferred, stored and processed in the United States or any other country in which VMware or its affiliates, subsidiaries or service providers maintain facilities.

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

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

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

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

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

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

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

7.14 VMware App Volumes

Definitions

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

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

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

"**Named User**" means Your 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.

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

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

License Notes

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

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

VMware App Volumes Standard

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

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

VMware App Volumes Advanced

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

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

7.15 VMware Dynamic Environment Manager

Definitions

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

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

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

"**Named User**" means Your 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.

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

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

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License Notes

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

VMware Dynamic Environment Manager Standard

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

VMware Dynamic Environment Manager Enterprise

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

7.16 VMware Horizon Standard Edition/ VMware Horizon Term Standard Edition

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Definitions

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

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

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

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

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

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License Notes

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

vSphere Desktop

The VMware Horizon Standard Edition bundle includes a license to use VMware vSphere Desktop for up to the total number of Concurrent Users for which You have paid the applicable license fees for the VMware Horizon Standard Edition bundle. Your use of VMware vSphere Desktop is limited to hosting Desktop Virtual Machines, Terminal

Services Sessions, remote desktop services host and running VMware products which are included in the VMware Horizon Standard Edition bundle or third party connection brokers and desktop management and monitoring tools. If you receive your licenses to vSphere Desktop from this VMware Horizon Standard Edition bundle, You 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

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

ThinApp

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

Workstation Pro

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

VMware Horizon Standard (No vSphere)

If you purchases the VMware Horizon Standard (No vSphere) bundle, your 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, You may not use or install the Software on Public Cloud Infrastructure.

Horizon Term Standard Edition

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

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

7.17 VMware Horizon Advanced Edition/ VMware Horizon Term Advanced 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.

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

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

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

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

vSphere Desktop

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

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

ThinApp

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

Workstation Pro

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

Virtualization Pack for Skype for Business

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

Virtualization Pack for Microsoft Teams

Your 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 You have paid the applicable license fees.

Workspace ONE Access

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

VMware Workspace ONE Self-Service Application Catalog

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

VMware Horizon Advanced (No vSphere)

If you purchases the VMware Horizon Advanced (No vSphere) bundle, your 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, You may not use or install the Software on Public Cloud Services.

Horizon Term Advanced Edition

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

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

7.18 VMware Horizon Enterprise Edition/ Horizon Term Enterprise 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.

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

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

License Notes

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

vSphere Desktop

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

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

ThinApp

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

Horizon Enterprise for Windows and Linux

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

Workstation Pro

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

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

Virtualization Pack for Skype for Business

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

Virtualization Pack for Microsoft Teams

Your 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 You have paid the applicable license fees.

Session Collaboration

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

Workspace ONE Access

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

VMware Workspace ONE Self-Service Application Catalog

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

VMware Workspace ONE Enterprise Perpetual

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

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

VMware Horizon Standard (No vSphere)

If you purchases the VMware Horizon Standard (No vSphere) bundle, your 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, You may not use or install the Software on Public Cloud Infrastructure.

Horizon Term Enterprise Edition

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

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

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

License Notes

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

vSphere Desktop

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

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

Public Cloud Infrastructure

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

7.20 VMware Horizon View Enterprise

Definitions

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

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

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

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

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

License Notes

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

vSphere Desktop

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

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

Public Cloud Infrastructure

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

7.21 VMware Workspace ONE

Definitions

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

"**Named User**" means Your single designated User.

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

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

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

<h2 style="text-align:center">7.21.1 General License Notes</h2>

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

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

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

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

Workspace ONE Access

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

Hosting Services

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

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

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

Data Processing Addendum. If you use VMware Workspace ONE Access Software, the Data Processing Addendum applies to the extent that VMware processes Personal Data on Your behalf in the course of 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, You 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 your Personal Data, see https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/support/vmware-workspace-one-subprocessor.pdf. If you would like to receive updates to this Sub-processor list, please go http://pages.cloud.vmware.com/sub-processor-communications, and enable notifications for these Sub-processor lists. The Sub-processors list 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.

7.21.2 Product Edition/Suite Specific License Notes

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

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

AirWatch Migration to Workspace ONE

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

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

Workspace ONE Application Access

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

As part of Your license use VMware Workspace ONE Application Access, You are entitled to use functionality from VMware AirWatch Software for the distribution of mobile applications. You may not use the VMware AirWatch Software for the management of mobile devices. Section 7.13 (VMware AirWatch) applies to Your use of VMware AirWatch Software.

Workspace ONE Standard and Workspace ONE Advanced

As part of Your license to use VMware Workspace ONE Standard or VMware Workspace ONE Advanced, You are entitled to use functionality from AirWatch for up to the same number of Named Users or Devices for which You

have paid the applicable license fees for VMware Workspace ONE Standard or Workspace ONE Advanced and subject to the functionality entitlements referred to above. Section 7.13 (VMware AirWatch) applies to Your use of VMware AirWatch Software.

Workspace ONE Enterprise

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

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

Workspace ONE Enterprise Perpetual

As part of Your license to use VMware Workspace ONE Enterprise Perpetual, You are licensed to use VMware Horizon Enterprise Edition for up to the same number of Named Users for which You have paid the applicable license fees for VMware Workspace ONE Enterprise Perpetual and subject to the functionality entitlements referred to above.

VMware Advanced Monitoring powered by ControlUp

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

Your use of the Software when hosted by VMware or its Sub-processor is governed by the VMware Cloud Service Offerings Terms of Service available at http://www.vmware.com/download/eula.html and the ancillary documents listed on the Terms of Service page.

7.22 VMware Horizon Apps Standard

Definitions

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

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

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

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), You may use each Software component for up to the number of Named Users or Concurrent Users for which You have paid the applicable license fees, except as described below. The linked clones and virtual desktop machines features received may not be used as part of the Horizon Apps Standard bundle.

Workspace ONE Access

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

vSphere Desktop

Your license to use the VMware Horizon Apps 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 You have paid the applicable license fees for the VMware Horizon Apps bundle. Your use of VMware vSphere Desktop is limited to (i) hosting Terminal Services Sessions and remote desktop services host, and (ii) running VMware products that are included in the VMware Horizon Apps Standard Edition bundle or third party connection brokers, and management and monitoring tools in connection with a Horizon Apps environment. If you receive your licenses to vSphere Desktop from this VMware Apps Standard Edition bundle, You 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

Your 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 or third party connection brokers, and management and monitoring tools in connection with a Horizon Apps environment.

ThinApp

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

Workstation Pro

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

VMware Dynamic Environment Manager Enterprise

Your 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 You have paid the applicable license fees for the VMware Horizon Apps bundle.

VMware Workspace ONE Self-Service Application Catalog

Your license to use the VMware Horizon Apps Standard Edition bundle includes an entitlement to use the VMware Workspace ONE Self-Service Application Catalog feature. You may only use the VMware Workspace ONE Self-

Service Application Catalog feature with virtual desktops and applications powered by VMware Horizon, Citrix XenApp or Citrix XenDesktop.

Public Cloud Infrastructure

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

7.23 VMware Horizon Apps Advanced

Definitions

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

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

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

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), You may use each Software component for up to the number of Named Users or Concurrent Users for which You have paid the applicable license fees, except as described below. The linked clones and virtual desktop machines features received may not be used as part of thisHorizon Apps Advanced bundle.

Workspace ONE Access

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

vSphere Desktop

Your license to use the VMware Horizon Apps Advanced Edition bundle includes a license to use VMware vSphere Desktop for up to the total number of Named Users or Concurrent Users for which You have paid the applicable license fees for the VMware Horizon Apps bundle. Your use of VMware vSphere Desktop is limited to (i) hosting Terminal Services Sessions and remote desktop services host, and (ii) running VMware products that are included in the VMware Horizon Apps Advanced Edition bundle or third party connection brokers, and management and monitoring tools in connection with a Horizon Apps environment. If you receive your licenses to vSphere Desktop from this VMware Horizon Apps Advanced Edition bundle, You 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

Your 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 or third party connection brokers, and management and monitoring tools in connection with a Horizon Apps environment.

ThinApp

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

Workstation Pro

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

VMware Dynamic Environment Manager Enterprise

Your 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 You have paid the applicable license fees for the VMware Horizon Apps Advanced Edition bundle.

VMware Workspace ONE Self-Service Application Catalog

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

VMware App Volumes Enterprise

Your 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 You have paid the applicable license fees for the VMware Horizon Apps bundle. Notwithstanding the restriction in the VMware App Volumes Enterprise license notes, You may use VMware App Volumes Enterprise received as part of the Horizon Apps Advanced Edition bundle in connection with a Horizon Apps environment.

Virtualization Pack for Skype for Business

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

Virtualization Pack for Microsoft Teams

Your 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 You have paid the applicable license fees.

Public Cloud Services

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

7.24 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 Your 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.

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

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

License Notes

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

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

Subscription Software

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

VMware Horizon Service (Universal License)

Each license to the Horizon Apps 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 offering as described in the applicable Service Description listed on the Terms of Service page. For clarity, Your 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. You may not exceed the total number of Named Users or Concurrent Users (as applicable) of Your purchased VMware Horizon Service entitlements.

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

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

vSphere Desktop

Your 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 You have paid the applicable license fees for VMware Horizon Apps Universal Subscription or VMware Horizon Apps Standard Subscription. Your use of VMware vSphere Desktop is limited to (i) hosting Terminal

Services Sessions and remote desktop services host, and (ii) running VMware products that are included in VMware Horizon Apps Universal Subscription and VMware Horizon Apps Standard Subscription or third party connection brokers, and management and monitoring tools in connection with a Horizon Apps environment. You may not use or install vSphere Desktop on Public Cloud Infrastructure. If you receive your licenses to vSphere Desktop from this VMware Horizon Apps Universal Subscription or VMware Horizon Apps Standard Subscription bundle, You 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

Your 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 or third party connection brokers, and management and monitoring tools in connection with a Horizon Apps environment. You may not use or install vCenter Server on Public Cloud Infrastructure.

Workspace ONE Access

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

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

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

VMware Dynamic Environment Manager Enterprise

Your 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 You have paid the applicable license fees for VMware Horizon Apps Universal Subscription or VMware Horizon Apps Standard Subscription.

VMware Workspace ONE Self-Service Application Catalog

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

VMware App Volumes Enterprise

Your license to use 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 You have paid the applicable license fees for VMware Horizon Apps Subscription. Notwithstanding

the restriction in the VMware App Volumes Enterprise license notes, You 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

Your 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 You have paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which You paid the applicable Concurrent User license fees for the VMware Horizon Apps Universal Subscription and Horizon Apps Standard Subscription bundle. Only Your IT administrator may use the ThinApp Packager Software.

Virtualization Pack for Skype for Business

Your 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 You have paid the applicable license fees.

Virtualization Pack for Microsoft Teams

Your 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 You have paid the applicable license fees.

VMware Advanced Monitoring powered by ControlUp

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

Your use of the Software when hosted by VMware or its Sub-processor is governed by the VMware Cloud Service Offerings Terms of Service available at http://www.vmware.com/download/eula.html and the ancillary documents listed on the Terms of Service page.

VMware Horizon Apps Universal Subscription (No vSphere)

If you purchases the VMware Horizon Apps Universal Subscription (No vSphere) bundle, your purchase does not include VMware vSphere or VMware vCenter but includes all other components of the Horizon Apps Universal Subscription bundle.

VMware Cloud Connector

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

7.25 VMware Horizon Universal Subscription and VMware Horizon Standard 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.

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

"**Named User**" means Your 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.

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

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

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License Notes

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

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

Subscription Software

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

VMware Horizon Service (Universal License)

Each license to the Horizon 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. You may not exceed the total number of Named Users or Concurrent Users (as applicable) of Your purchased VMware Horizon Service entitlement.

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

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

vSphere Desktop

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

Your use of VMware vCenter Server Desktop included in VMware Horizon Universal Subscription or VMware Horizon Standard 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 or VMware Horizon Standard Subscription or third party connection brokers and desktop management and monitoring tools. You may not use or install vCenter Server on Public Cloud Infrastructure.

ThinApp

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

Horizon Enterprise for Windows and Linux

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

Virtualization Pack for Skype for Business

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

Virtualization Pack for Microsoft Teams

Your license to use the Horizon Universal Subscription or VMware Horizon Standard Subscription bundle includes a license to use the VMware Horizon Virtualization Pack for Microsoft Teams license per pack of the Horizon Universal Subscription or VMware Horizon Standard Subscription bundle for which You have paid the applicable license fees.

Session Collaboration

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

Workspace ONE Access

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

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

You acknowledge that the Software includes VMware Verify, VMware's multi-factor authentication solution included in the Workspace ONE Access cloud service feature that is powered by a third-party service provider. If You opt in to use VMware Verify, VMware, its affiliates and its third party service provider will have access to Your personal information, including the name, phone number and email address of individual users. You are

responsible for ensuring Your compliance with applicable laws. VMware, its affiliates and service providers, will use the personal information collected through VMware Verify, to provide the multi-factor authentication service. Information collected by VMware may be transferred, stored and processed by VMware in the United States or any other country in which VMware or its affiliates or service providers maintain facilities.

VMware Workspace ONE Self-Service Application Catalog

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

VMware Advanced Monitoring powered by ControlUp

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

Your use of the Software when hosted by VMware or its Sub-processor is governed by the VMware Cloud Service Offerings Terms of Service available at http://www.vmware.com/download/eula.html and the ancillary documents listed on the Terms of Service page.

VMware Horizon Universal Subscription and VMware Horizon Standard Subscription (No vSphere)

If you purchases the VMware Horizon Universal Subscription (No vSphere) or VMware Horizon Standard Subscription (No vSphere) bundle, your purchase does not include VMware vSphere or VMware vCenter but includes all other components of the VMware Horizon Universal Subscription or VMware Horizon Standard Subscription bundle, respectively.

VMware Cloud Connector

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

8. TELECOMMUNICATION SOLUTIONS

8.1 VMware Telco Cloud Operations

Definitions

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

License Notes

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

8.2 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 Your telecommunications core and access (RAN) networks but cannot be accessed by the end users of Your telecommunications products and services.

"**Cluster**" means a software grouping of Servers running vSphere 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 Your telecommunications core and access (RAN) networks but cannot be accessed by the end users of Your telecommunications products and services.

"**S-xNFM**" means a specific (3rd party) NFV Application or CNF Application lifecycle management function.

General License Notes

You may use the Software for up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction in Section 1.5. If you use VMware Telco Cloud Automation to manage any Processor on a Cluster, you must purchase a license for all the Processors on the Cluster. A Processor is considered under VMware Telco Cloud Automation management if a new VNF or CNF Instance is provisioned under the G-xNFM module or chained to the network service (NS) from an existing S-xNFM connection.

You may use the VMware Telco Cloud Automation software to automate the life cycle of NFV Applications as a service to third parties via an internal or external network.

If You have 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. You will not upgrade or downgrade to product versions that are different from the versions included in the VMware Telco Cloud Automation bundle. Further, You will not install any published patches for products in the VMware Telco Cloud Automation bundle unless VMware has confirmed that the applicable patch is allowed as part of the VMware Telco Cloud Automation bundle. Nothing in this paragraph will be interpreted to be a warranty of any kind.

If at any time You cease to be current on VMware Support and Subscription Services for the Software, your use of VMware Telco Cloud Automation may not receive the updates necessary to continue to function.

You understand that any log files generated in order to obtain support from VMware may contain sensitive, confidential or personal information. You are solely responsible for taking the steps necessary to protect such data prior to sending it to VMware or any third party, including obfuscating or otherwise guarding such information.

Telco Cloud Automation RAN

If you license the Telco Cloud Automation RAN Software the following restriction applies in addition to the license notes above:

You will be given access to the full suite of VMware Telco Cloud Automation features and components, but you may only use the following features/components: SDDC Automation, CaaS Automation, xNFM (GxNFM), External interfaces (ETSI SOL / TMF), 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.

8.3 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 Your telecommunications core network, but cannot be accessed by the end users of Your telecommunications products and services.

"**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.

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), You may use the Software for up to the number of Processors for which You have paid the applicable license fees, subject to the Processor Restriction detailed in Section 1.5. Use of any Software included in the bundle will constitute use of a license for VMware Telco Cloud Infrastructure. You may use the VMware Telco Cloud Infrastructure software to deliver NFV Applications as a service to third parties via an internal or external network.

You may not deploy or use the Software on Public Cloud Services.

If You have 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. You will not upgrade or downgrade to product versions that are different from the versions included in the VMware Telco Cloud Infrastructure bundle. Further, You 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.

8.4 VMware Telco Cloud Platform

Definitions

"**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.

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

You may not deploy or use the Software on Public Cloud Services.

Product Edition/Suite 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), You may use the Software on up to the number of Processor for which You have paid the applicable license fees. The Software is licensed as Subscription Software. You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You must promptly cease use of the Software and Documentation.

You may use only use the Software at physical locations that may be distributed or centralized. You may only use the VMware Telco Cloud Platform RAN Software at any single physical location with more than six (6) Servers, each with a limit of 2 Processers (subject to the Processor Restriction detailed in Section 1.5), if You must have RAN Workloads powered on and running on all of the Servers at all times. If You use the Software at any single physical location with six (6) Servers or fewer, each with a limit of 2 Processers (subject to the Processor Restriction detailed in Section 1.5), You must have RAN Workloads powered on and running on at least one (1) of the Servers at all times.

9. VMWARE BLOCKCHAIN

9.1 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

You may use the Software for up to the number of Client Nodes and Replica Nodes for which You have paid the applicable license fees.

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

Client Nodes. You may permit Your customers to access, use and/or operate the Client Node; provided that You shall be fully responsible for Your customers' acceptance and compliance with the terms and conditions of this License Agreement, and any breach of the License by Your customers shall be deemed to be a breach by You. For the avoidance of doubt, the use of the Client Node Software by Your customers may not exceed the total amount of Client Nodes that you have purchased. Your reporting requirements shall apply to Client Nodes used by Your customers.

10. VMWARE FREE SOFTWARE AND TOOLS

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

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

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

License Notes

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

License Agreement. If You use the VMmark Software, the terms in this Section 10 (VMware Free Software and Tools) of the Product Guide will govern the use of the VMmark Software and control over any conflicting provisions in the EULA. The term "Software" in the EULA includes VMmark Software in all provisions of the EULA that are not in conflict with the VMware Free Software section of the Product Guide.

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

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

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

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

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

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

10.2 VMware View Planner

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.

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

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

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

License Notes

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

License Agreement. If You use the View Planner Software, the terms in this Section 10 (VMware Free Software and Tools) of the Product Guide will govern the use of the View Planner Software and control over any conflicting provisions in the EULA. The term "Software" in the EULA includes View Planner Software in all provisions of the EULA that are not in conflict with the VMware Free Software section of the Product Guide.

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

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

Confidentiality. You must comply with Section 10 (Confidential Information) of the EULA. Confidential Information also includes View Planner Software, View Planner Documentation, View Planner Updates, information relating to VMware products, product roadmaps, and other technical, business, financial and product development plans, forecasts and strategies.

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

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

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

10.3 VMware vCloud Usage Meter

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

<u>License Agreement</u>. If You use the VMware vCloud Usage Meter Software, the terms in this Section 10 (VMware Free Software and Tools) of the Product Guide will govern the use of the VMware vCloud Usage Meter Software and control over any conflicting provisions in the EULA. The term "Software" in the EULA includes VMware vCloud Usage Meter in all provisions of the EULA that are not in conflict with the VMware Free Software section of the Product Guide.

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

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

10.4 VMware Horizon Partner Qualification Appliance

Notwithstanding anything to the contrary in the EULA, the following terms apply to Your use of the VMware Horizon Partner Qualification Appliance Software:

<u>License Agreement</u>. If You use the VMware Horizon Partner Qualification Appliance Software, the terms in this Section 10 (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 EULA. The term "Software" in the EULA includes VMware Horizon Partner Qualification Appliance in all provisions of the EULA that are not in conflict with the VMware Free Software section of the Product Guide.

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

<u>Free Software License Terms</u>. 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 Your use of VMware Horizon Partner Qualification Appliance will not exceed the license fees, if any, paid by You for VMware Horizon Partner Qualification Appliance licensed to You under the EULA. VMware may modify or terminate Your license to the VMware Horizon Partner Qualification Appliance at any time.

10.5 CloudChomp by VMware

If You use the CloudChomp by VMware Software, the terms in this Section 10 (VMware Free Software and Tools) of the Product Guide will govern the deployment and use of the CloudChomp by VMware Software and control over any conflicting provisions in the EULA. The term "Software" in the EULA includes CloudChomp by VMware in all provisions of the EULA that are not in conflict with the VMware Free Software section of the Product Guide.

<u>Free Software License Terms</u>. CloudChomp by VMware is provided: (i) free of charge; (ii) without support; and (iii) "AS-IS" without indemnification, condition or warranty of any kind. The aggregate liability (excluding indirect damages, for which VMware expressly disclaims all liability) of VMware, and its affiliates and suppliers, for any claim arising from Your use of CloudChomp by VMware Software will not exceed $5000 USD. VMware may modify or terminate Your license to the CloudChomp by VMware Software at any time.

11. VMWARE DATA COLLECTION

11.1 VMware Skyline

Definitions

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

License Notes

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

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

Skyline participates in the Enhanced level of the Customer Experience Improvement Program as noted below.

11.2 Product and Customer Experience Improvement Programs

A. Customer Experience Improvement Program

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-premise 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.

You can control Your 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: https://www.vmware.com/solutions/trustvmware/ceip-products.html.

Types of Data Collected. For customers participating in the CEIP, VMware regularly collects technical information about Your use of VMware on-premise Software in association with Your organization's VMware license key(s). Depending on the nature of the on-premise Software, and whether the on-premise Software offers Standard and/or Enhanced participation levels, the technical information collected consists of all or any of the following data:

a. **Configuration Data** – Technical data about how Your organization has configured VMware on-premise Software and related environment information. Examples include version information, configuration settings and technical data relating to the devices accessing the on-premise Software or third party applications or systems used in connection with the VMware on-premise Software.

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

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

d. **Product Logs** – These are logs that are generated during the active deployment of VMware on-premise 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 <u>Enhanced</u> 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-premise Software and level of participation (Standard or Enhanced). Typically, this personal data only identifies the customer IT administrator who operates the on-premise 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: https://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:

a. **Recommendations** – VMware uses information to make recommendations to its customers regarding how best to use the on-premise Software and recommendations to a specific customer to improve the health of the deployed product.

b. **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-premise 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).

c. **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 in order 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.

d. **Customer Support -** VMware uses information to provide proactive and reactive support to our customer regarding their use of the on-premise 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.

e. **Marketing & Sales of VMware Offerings to You** – VMware may contact Your 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: http://www.vmware.com/trustvmware. VMware may update this information from time to time to reflect changes in its on-premise Software and how the CEIP operates, including participating on-premise Software. To get the most updated details on CEIP, review the Trust and Assurance Center.

B. Other Product Improvement Programs

A number of VMware on-premise Software offerings do not participate in VMware's Customer Experience Improvement Program but rather collect information about Your 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 vRealize Log Insight, some versions of VMware vRealize Network Insight, VMware ThinApp and ThinApp Virtualization Packager, some versions of VMware Workstation Pro, some versions of VMware Fusion, some versions of VMware Workstation Player, and VMware Mirage. To learn more about our collection of such data, or to change Your 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 http://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 here https://tanzu.vmware.com/legal/telemetry.

11. THIRD-PARTY COMPONENTS & THIRD-PARTY SOFTWARE

Definitions

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

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

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

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

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

12.2 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.

12.3 License Notes applicable to all Software containing Microsoft Security Toolkit

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

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

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

12.5 General License Notes applicable to all Software containing Cumulus components

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

neither Cumulus or VMware accepts any liability whatsoever arising from or relating to use of the Cumulus components in such applications.

12.6 General License Notes applicable to all Software containing Google Maps

Your use of Google Maps features and content is subject to the Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html and the Google Privacy Policy at https://www.google.com/policies/privacy/.

12.6 Terms applicable to third party software products

When You purchase any of the following third party software from VMware, the following standard terms for that third party software apply to that software:

Digital Fuel terms: http://digitalfuel.com/license-agreement/

HyTrust terms: http://www.hytrust.com/terms/

Pivotal terms: https://network.pivotal.io/legal_documents/pivotal_software_eula

Palo Alto Network terms: https://www.paloaltonetworks.com/support/support-policies.html

Rackware: http://www.rackwareinc.com/wp-content/uploads/2015/09/RackWare-EULA-4-1-2015-0610.pdf

13. UPGRADES AND CONVERSIONS

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

Cloud Upgrade Program

VMware's Cloud Upgrade Program allows you to upgrade your perpetual Software licenses to corresponding Subscription Software licenses or VMware cloud service offerings entitlements at reduced prices. If you participate in the Cloud Upgrade Program and take advantage of reduced prices for either Subscription Software licenses or VMware cloud service entitlements, then you agree to relinquish your entitlements to the perpetual licenses you upgraded. You may continue to use the perpetual license keys your upgrade for 90 day after the time of upgrading for the purpose of migrating from an on-premise environment to a VMware cloud service offering ("Migration Period"). After the Migration Period, you must not use any license keys related to those perpetual licenses (and VMware will invalidate those keys). You are not required to uninstall any Software if you convert your existing perpetual licenses deployment to a Subscription Software offering that can leverage such installation. If your original installation cannot be used with your new Subscription Software or VMware cloud service (such as in a migration from an on-premise environment to a VMware cloud service offering), then you must promptly cease use of and delete the Software.

Subscription Upgrade Program for Horizon

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