

VMWARE PRODUCT GUIDE

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1. TERMS APPLICABLE TO ALL PRODUCTS

The terms set forth in this VMware Product Guide (“**Product Guide**”) apply to any VMware products licensed by you (“**You**”) under an end user license agreement or software license agreement (“**License Agreement**”) that references this Product Guide. For the purposes of this Product Guide, “**VMware**” means VMware, Inc., a Delaware corporation, if You are purchasing Software for use in the United States and VMware International Limited, a company organized and existing under the laws of Ireland, for all other purchases.

As used in this Product Guide:

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

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

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

Order of Precedence

The terms of this Product Guide supersede and control over any conflicting 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: (a) that such document shall modify this Product Guide; or (b) that the terms of such other document supersede and control in the event of any inconsistency.

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 <http://www.vmware.com/support/services/>.

License Term

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

Territory Restrictions

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

For all Software described in section 6 (Desktop and End User Computing) and section 7 (Horizon Bundles), 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 PC laptops, Mac 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.

Data Collection and Usage

Some VMware Software allows your organization to share technical data about its use of the Software and its environment with VMware for purposes such as improving the product and the customer's experience. Please see section 11 of this Product Guide for further details

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.

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 such Feedback without restriction.

LICENSE METRIC SUMMARY TABLE

This table lists the applicable license metrics for the VMware products included in this Product Guide. These notes are for reference purposes only. Please refer to the product specific section of the Product Guide for more information.

PRODUCTS	LICENSE METRIC	CATEGORY
All Airwatch Products	Per Device or Named User	DESKTOP AND END USER COMPUTING
NSX Platform	Per Virtual Machine or Per Processor	DATA CENTER AND CLOUD INFRASTRUCTURE
Server SAN Suite	See Product Guide Section	VMWARE SUITES
VMware Socialcast	Per Named User	DESKTOP AND END USER COMPUTING
VMware vCloud Suite	Per Portable License Unit	VMWARE SUITES
VMware vRealize Log Insight	Per Operating Systems Instance, Per Processor	INFRASTRUCTURE AND OPERATIONS MANAGEMENT
VMware vRealize Network Insight	Per Concurrent User or Per Processor	INFRASTRUCTURE AND OPERATIONS MANAGEMENT
VMware vRealize Operations Advanced	Per Processor or Operating Systems Instance	INFRASTRUCTURE AND OPERATIONS MANAGEMENT
VMware vRealize Operations Standard	Per Processor or Operating System Instance	INFRASTRUCTURE AND OPERATIONS MANAGEMENT
VMware vRealize Operations Enterprise	Per Operating Systems Instance	INFRASTRUCTURE AND OPERATIONS MANAGEMENT
VMware vRealize Suite	Per Portable License Unit	INFRASTRUCTURE AND OPERATIONS MANAGEMENT
VMware App Volumes	Per Named User or Per Concurrent User	DESKTOP AND END USER COMPUTING
VMware Continuent	See Product License Notes section below	DATA CENTER AND CLOUD INFRASTRUCTURE
VMware Collaboration Bundle	Per Named User	DESKTOP AND END USER COMPUTING
VMware Cloud Foundation	Per Processor	VMWARE SUITES
VMware Fusion & Fusion Pro	Per Computer	DESKTOP AND END USER COMPUTING
VMware Horizon Advanced, VMware Horizon Enterprise and VMware Horizon Application Management	Per Named User or Per Concurrent User	DESKTOP AND END USER COMPUTING
VMware Horizon Air Desktop Platform	Per Concurrent User	DESKTOP AND END USER COMPUTING
VMware Horizon Air Hybrid-mode	Per Named User or Concurrent User	DESKTOP AND END USER COMPUTING
VMware Horizon for Linux	Per Concurrent User	DESKTOP AND END USER COMPUTING

VMware Horizon FLEX	Per Device	DESKTOP AND END USER COMPUTING
VMware Horizon Standard Edition	Per Concurrent User	DESKTOP AND END USER COMPUTING
VMware Horizon View Enterprise	Per Concurrent User	DESKTOP AND END USER COMPUTING
VMware Horizon Apps Standard and Advanced	Per Named User or Concurrent User	DESKTOP AND END USER COMPUTING
VMware Identity Manager	Per Named User	DESKTOP AND END USER COMPUTING
VMware Mirage	Per Named User	DESKTOP AND END USER COMPUTING
VMware Photon Platform	Per Processor	DATA CENTER AND CLOUD INFRASTRUCTURE
VMware Service Manager	Per Concurrent User and/or Named User	IT SERVICE MANAGER
VMware Spring	Per Processor and/or Machine	CLOUD APPLICATION PLATFORM
VMware ThinApp	See Product Guide section	DESKTOP AND END USER COMPUTING
VMware ThinApp Virtualization Packager	Per Device or Per Named User	DESKTOP AND END USER COMPUTING
VMware User Environment Manager	Per Named User or Per Concurrent User	DESKTOP AND END USER COMPUTING
VMware vRealize Operations Management Pack for EPIC	Per Instance of EPIC System Pulse	INFRASTRUCTURE AND OPERATIONS MANAGEMENT
VMware vRealize Operations Management Pack for MEDITECH	Per Instance	INFRASTRUCTURE AND OPERATIONS MANAGEMENT
VMware vCenter Server	Per Server	INFRASTRUCTURE AND OPERATIONS MANAGEMENT
VMware Site Recovery Manager	Per Protected Virtual Machine	INFRASTRUCTURE AND OPERATIONS MANAGEMENT
VMware vCloud Director	Per Powered-On Virtual Machine	DATA CENTER AND CLOUD INFRASTRUCTURE
VMware vCloud Networking and Security	Per Secured Virtual Machine	SECURITY PRODUCTS
VMware vCloud NFV	Per Processor	INFRASTRUCTURE AND OPERATIONS MANAGEMENT
VMware vRealize Hyperic	Per Machine	CLOUD APPLICATION PLATFORM
VMware vFabric Postgres	Per Virtual Machine	CLOUD APPLICATION PLATFORM
VMware vSAN	See Product Guide section	DATA CENTER AND CLOUD INFRASTRUCTURE
VMware vRealize Business – On Premise Software Edition or Term On Premise (For Cloud Advanced and Enterprise Editions)	Per Named User, Per Operating Systems Instance, Per Processor, or Per Virtual Machine	VMWARE IT BUSINESS MANAGEMENT

VMware vRealize Code Stream Management Pack for DevOps	See Product Guide section	INFRASTRUCTURE AND OPERATIONS MANAGEMENT
VMware vRealize Operations for Horizon	Per Named User or Per Concurrent User	DESKTOP AND END USER COMPUTING
VMware vSphere	Per Processor	DATA CENTER AND CLOUD INFRASTRUCTURE
VMware vSphere Remote Office Branch Office	Per Virtual Machine	DATA CENTER AND CLOUD INFRASTRUCTURE
VMware vSphere Storage Appliance	Per Instance	DATA CENTER AND CLOUD INFRASTRUCTURE
VMware Workspace ONE, Application Access, Standard and Advanced Editions	Per Named User or Devices	DESKTOP AND END USER COMPUTING
VMware Workspace ONE, Essentials and Enterprise Editions	Per Named User	DESKTOP AND END USER COMPUTING
VMware Workspace Suite – On Premise	Per Named User	DESKTOP AND END USER COMPUTING
VMware Workstation Player	See Product Guide section	DESKTOP AND END USER COMPUTING
VMware Workstation Pro	Per Computer	DESKTOP AND END USER COMPUTING

PRODUCT BUNDLES AND SUITES SUMMARY TABLE

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

DESCRIPTION OF SOFTWARE
SERVER SAN SUITE
VMware vSAN Advanced edition; EMC ScaleIO
VMWARE COLLABORATION BUNDLE
VMware AirWatch Content Locker, VMware AirWatch Video and VMware Socialcast
VMWARE CLOUD FOUNDATION
VMware SDDC Manager; VMware NSX Platform; VMware vSAN; VMware vSphere Enterprise Plus edition; VMware Horizon (optional add-on); VMware vRealize Suite (optional add-on)
VMWARE HORIZON ADVANCED EDITION
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon View Advanced, VMware Mirage, VMware Identity Manager Standard, VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware Workstation Pro, VMware Fusion Pro, Virtualization Pack for Skype for Business and VMware vSAN for Desktop Advanced
VMWARE HORIZON APPS STANDARD
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon Apps Standard, VMware Identity Manager Standard, VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware Workstation Pro, and VMware User Environment Manager
VMWARE HORIZON APPS ADVANCED
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon Apps Advanced, VMware Identity Manager Standard, VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware Workstation Pro, VMware User Environment Manager, Help Desk Tool and VMware App Volumes Enterprise
VMWARE HORIZON AIR DESKTOP PLATFORM

VMware Horizon AIR Desktop Platform, VMware ThinApp, VMware vSphere Desktop and VMware vCenter Desktop
VMWARE HORIZON ENTERPRISE EDITION
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon View Enterprise, VMware Mirage, VMware Identity Manager Standard, VMware ThinApp Virtualization Packager, VMware ThinApp Client, VMware App Volumes Enterprise, VMware Workstation Pro, VMware vSAN for Desktop Advanced, vRealize Operations for Horizon (including vRealize Operations for Published Applications), vRealize Orchestrator Plugin for Horizon, VMware User Environment Manager, VMware Fusion Pro, Help Desk Tool, Virtualization Pack for Skype for Business and VMware Horizon for Linux
VMWARE HORIZON FLEX
VMware Horizon FLEX Policy Server, VMware Fusion Pro, VMware Workstation Player and VMware Mirage
VMWARE HORIZON FOR LINUX
VMware Horizon for Linux, VMware vSphere Desktop, VMware vCenter Server and VMware Horizon View for Linux
VMWARE HORIZON STANDARD EDITION
VMware Horizon View Standard Edition: VMware vSphere Desktop, VMware vCenter Server, VMware Horizon View Standard, VMware ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation Pro
VMware Horizon View Standard Edition Add-On: VMware Horizon View Standard, VMware ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation Pro
VMWARE HORIZON VIEW ENTERPRISE
VMware vSphere Desktop, VMware vCenter Server, VMware Horizon View Enterprise Add-on
VMWARE IDENTITY MANAGER
VMware Identity Manager Standard: VMware Identity Manager Standard, VMware ThinApp Client and VMware Workstation Pro
VMware Identity Manager Advanced: VMware Identity Manager Advanced, specified functionality from AirWatch Green Management Bundle (see product guide section for inclusions) and VMware ThinApp Client
VMWARE MIRAGE
VMware Mirage, VMware ThinApp Virtualization Packager, VMware ThinApp Client, and VMware Workstation Pro
VMWARE PHOTON PLATFORM
Lightwave by VMware, Harbor by VMware, Photon Controller by VMware, Photon OS by VMware, Photon Networking and Photon Storage
VMWARE THINAPP
VMware ThinApp Suite: ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation Pro
VMWARE V CLOUD NFV
VMware vCloud Director for Service Provider, VMware vRealize Log Insight, VMware vSphere with Operations Management Enterprise Plus, VMware vSAN Standard
VMWARE V CLOUD 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 V REALIZE
VMware vRealize Suite Standard: vRealize Business for Cloud Standard, vRealize Log Insight and vRealize Operations Advanced. The Application Monitoring feature of vRealize Operations is available as an add-on purchase
VMware vRealize Suite ADV: vRealize Automation Advanced, VMware vRealize Business for Cloud Advanced, vRealize Log Insight and vRealize Operations Advanced. The Application Monitoring feature of vRealize Operations is available as an add-on purchase

VMware vRealize Suite Enterprise: vRealize Automation Enterprise, VMware vRealize Business for Cloud Advanced, vRealize Log Insight and vRealize Operations Advanced (along with the Application Monitoring feature)
VMWARE VREALIZE OPERATIONS
VMware vRealize Operations Standard: VMware vRealize Operations Manager
VMware vRealize Operations Advanced: VMware vRealize Operations Manager, and VMware vRealize Configuration Manager
VMware vRealize Operations Enterprise: VMware vRealize Operations Manager, and VMware vRealize Configuration Manager
VMware vRealize Operations Enterprise Plus: VMware vCenter Operations Manager Adapter Pack for 3 rd Party monitoring tools (25 License Pack), VMware vRealize Operations Enterprise (25 Operating System Instance Pack), VMware vRealize Operations Regulatory Compliance Option (25 Operating System Instance Pack)
VMware vRealize Operations Insight (VMware vRealize Log Insight, VMware vRealize Operations Advanced)
VMWARE VSPHERE
VMware vSphere Essentials Starter Kit: VMware vCenter Server 5 Essentials and VMware vSphere 5 for 1 processor
VMware vSphere Essentials Plus for Retail and Branch Offices, Starter Kit: VMware vCenter Server 5 Essentials and VMware vSphere 5 Essentials Plus for 1 processor
VMWARE VSPHERE WITH OPERATIONS MANAGEMENT
VMware vSphere with Operations Management Standard: VMware vSphere Standard and VMware vRealize Operations Standard
VMware vSphere with Operations Management Enterprise: VMware vSphere Enterprise and VMware vRealize Operations Standard
VMware vSphere with Operations Management Enterprise Plus: VMware vSphere Enterprise Plus and VMware vRealize Operations Standard
VMWARE WORKSPACE ONE
VMware Workspace ONE Essentials: VMware Identity Manager Advanced, specified AirWatch functionality (see product guide section for inclusions)
VMware Workspace ONE Application Access: specified functionality from VMware Identity Manager Advanced and AirWatch (see product guide section for inclusions)
VMware Workspace ONE Standard: VMware Identity Manager Advanced, specified AirWatch functionality (see product guide section for inclusions)
VMware Workspace ONE Advanced: VMware Identity Manager Advanced, specified AirWatch functionality (see product guide section for inclusions)
VMware Workspace ONE Enterprise: VMware Identity Manager Advanced, specified AirWatch functionality (see product guide section for inclusions), and VMware Horizon Enterprise Edition
VMWARE WORKSPACE SUITE
VMware Horizon Enterprise Edition, Horizon FLEX and AirWatch Yellow Management Bundle

2. DATA CENTER AND CLOUD INFRASTRUCTURE

2.1 VMware vSphere

Definitions

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

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

“Server” means a hardware system capable of running the Software. A hardware partition or blade is considered a separate hardware system.

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

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.

Hosting Rights and Restrictions. Notwithstanding anything to the contrary in this EULA, You may use the Software to deliver “internally developed applications” as a service to third parties via an internal or external network. An “internally developed application” is: (i) a computer application that you have created or developed, and (ii) a third party computer application(s) that (a) is ancillary to your application-based service, and (b) cannot be accessed directly by end users of your application-based service. Except as expressly provided in this paragraph and Section 3.1 of the EULA, the use of the Software for any other types of hosting or for the benefit of any third party in any manner is strictly prohibited unless You are an authorized participant in a VMware program that is governed by a separate set of terms and conditions which authorizes such activity.

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1.2 Product Edition/Suite Specific License Notes

VMware vSphere Essentials and VMware vSphere Essentials Plus (collectively, the “Essentials Kit”)

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

You may only use VMware vSphere included in the Essential Kit for up to three (3) Servers, with each Server having up to two (2) Processors. If you use VMware vCenter Server to manage Servers running a copy of VMware vSphere provided with the Essentials Kit, such Servers may only be managed by VMware vCenter Server provided with the Essentials Kit.

VMware vSphere Remote Office Branch Office Standard and VMware vSphere Remote Office Branch Office Advanced (collectively, the “vSphere ROBO editions”)

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

You may only use VMware vSphere included in the vSphere ROBO editions for up to the number of Virtual Machines You purchased. You may not use more than a single 25 Virtual Machine pack of the vSphere ROBO

editions in each Authorized Location. “Authorized Locations” means Your remote physical locations but not including Your on-line stores, Your data centers, or similar types of locations.

VMware vSphere Hypervisor

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

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

VMware vSphere Desktop

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

“**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.

In addition to the general license notes above, if You purchase a license to VMware vSphere as a part of VMware vSphere Desktop, the following terms apply:

You may only use VMware vSphere Desktop to host (i) a virtual desktop infrastructure for up to the number of Desktop Virtual Machines for which You have paid the applicable license fees, (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 only use each license of the Software to support up to one hundred (100) Users. VMware vSphere Desktop is not subject to a processor limitation.

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 (HPC) workloads, or (ii) big data workloads that use Hadoop or SPARK frameworks.

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.

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

License Notes

You may use the Software for up to the number of 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.

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

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.

“**Server**” means a hardware system capable of running the Software. A hardware partition or blade is considered a separate hardware system.

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

2.4.1 General License Notes for VMware vSphere Storage Appliance

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

2.4.2 Product Edition/Suite Specific License Notes

VMware vSphere Storage Appliance for VMware vSphere Essentials Plus

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

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

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

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

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

2.5 VMware NSX Platform

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.

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

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

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

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

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

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 a subscription term license, You may use the Software for the term of the subscription up the amount of Virtual Machines per month for which You have paid the applicable license fees.

If You purchased a perpetual license, except as noted below with respect to VMware NSX for Desktop, You may use the Software for the amount of Processors for which You have paid the applicable license fees.

VMware NSX for Desktop. If you purchased a license to VMware NSX for Desktop (any edition), You may use the Software for up to the number of Concurrent Users for which you have paid the applicable license fees.

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 at the following link: <http://kb.vmware.com/kb/2145269>. 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.

2.6 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.

“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.

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

“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.

“Server” means a hardware system capable of running the Software. A hardware partition or blade is considered a separate hardware system.

“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.

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

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

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.

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.

For each Cluster that is running the Software, you must have a license for every Processor 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 may 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.

For each Cluster that is running the Software, you must have a license for every Processor 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 may 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.

For each Cluster that is running the Software, you must have a license for every Processor 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 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 may only use VMware vSAN Enterprise for Desktop for up to the number of Concurrent Users or Named Users for which you have paid the applicable license fees. VMware vSAN Enterprise for Desktop is not subject to a processor limitation.

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

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

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

VMware vSAN Standard for Remote Office Branch Office

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

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

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

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

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

VMware vSAN Advanced for Remote Office Branch Office

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

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

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

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

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

iSCSI Support

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

Support Bundles

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

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

2.7 VMware vSphere Data Protection Advanced

Definitions

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

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

“**Server**” means a hardware system capable of running software. A hardware partition or blade is considered a separate hardware system.

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

License Notes

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

2.8 VMware vCenter Support Assistant

Customer Data

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

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

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

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

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

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

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

2.9 VMware Software Manager

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

2.10 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.

2.11 VMware Photon Platform

Definitions

“**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.

“**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.

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

“**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.

“**Server**” means a hardware system capable of running the Software. A hardware partition or blade is considered a separate hardware system.

“**vSAN Cluster**” means a group of ESXi nodes that are pooling storage resources together to create a distributed datastore presented to the ESXi nodes.

License Notes

VMware Photon Platform includes: Lightwave by VMware, Harbor by VMware, Photon OS by VMware, Photon Controller by VMware, Photon Networking and Photon Storage, limited in each case to the product versions set forth in the VMware Photon Platform Documentation. You may use the Software for up to the number of Processors for which You have paid the applicable license fees.

Photon Controller must be run on Photon OS by VMware. For convenience, VMware has made Photon OS by VMware available for download with Photon Platform; however, Your use of Photon OS by VMware is subject to a separate license agreement and not the License Agreement. The Photon OS by VMware license agreement is available at

https://github.com/gregmurray/GS_vSphere/files/317294/PhotonOS.GA.EULA_2016May19FINAL.txt.

Photon Storage

The following terms apply to Your use of Photon Storage as part of the VMware Photon Platform:

You may use the Software in vSAN Clusters with up to the number of Processors for which you have paid the applicable license fees.

For each vSAN Cluster that is running the Software, you must have a license for every Processor in that vSAN Cluster, even if individual Servers do not include disks that are allocated to the vSAN Cluster 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 Flash Devices used for both data persistency and performance caching purposes. Servers in each vSAN 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.

Photon Networking

The following terms apply to Your use of Photon Networking as part of the VMware Photon Platform:

You may not use any portion of Photon Networking except as part of Photon Platform. You may only use the Photon Networking functionality that is exposed through the Photon Controller APIs provided by VMware. The troubleshooting functionality available through Photon Networking (e.g. IPFIX and port statistics) may only be used to operationalize Photon Platform.

3. INFRASTRUCTURE AND OPERATIONS MANAGEMENT

3.1 VMware vCenter Server

Definitions

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

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

“**Server**” means a hardware system capable of running the Software. A hardware partition or blade is considered a separate hardware system.

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

3.1.1 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.

3.1.2 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 up to two (2) Processors. You may only use VMware vCenter Server provided with the Essentials Kit to manage Servers running a copy of VMware vSphere included with the Essentials Kit.

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

VMware vCenter Server Virtual Appliance

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

You may only download the number of copies of VMware vCenter Server Virtual Appliance that are reasonably necessary for You to exercise the license granted to you in Section 2.1.

3.2 VMware vRealize Suite

Definitions

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

“**Portable License Unit**” is a single license that is consumed when You use the Software either: (1) on a single Processor running vSphere, or (2) to manage up to 15 Operating Systems Instances.

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

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

License Notes

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

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

VMware vRealize Suite Standard. If You purchased the VMware vRealize Suite Standard edition, You are entitled to use the VMware vRealize Automation Virtual Appliance. The installation of VMware vRealize Business for Cloud Standard requires this Virtual Appliance. You are only entitled, however, to the vRealize Business for Cloud Standard component of the VMware vRealize Automation Virtual Appliance.

3.3 VMware vRealize Operations Insight

Definitions

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

License Notes

You may use VMware vRealize Operations Insight for up to the number of Processors for which you have paid the applicable license fees.

3.4 VMware Site Recovery Manager

Definitions

“Managed Virtual Machine” means a Protected Virtual Machine.

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

“Storage Replication Adapters” means, software created by third party storage partners and distributed under its respective end user license agreements that enables communication between the Software and such partners’ replication products.

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

License Notes

This paragraph shall not apply to VMware Site Recovery Manager licenses received as a part of the VMware vCloud Suite. Except as otherwise authorized by a previous VMware-approved license model, You may use VMware Site Recovery Manager for up to the number of Protected Virtual Machines as determined by the edition of VMware Site Recovery Manager. 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.

3.5 VMware vRealize Automation

Definitions

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

“**Managed Desktop**” means a desktop system running or being managed or monitored by the Software.

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

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

3.5.1 General License Notes

You may not use any components of VMware vRealize Automation other than as part of VMware vRealize Automation.

The vRealize Automation multi-tenancy capability provides complete isolation of services and resources for consumers. However, the multi-tenancy capability in the software is designed for enterprise customers with central administration of cloud services (e.g., a managed services model) where certain fabric infrastructure objects are shared across tenants, such as endpoints, compute resources, reservations, managed machines, networking, machine prefixes, build profiles or the data dictionary.

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

3.5.2 Product Edition/Suite Specific License Notes

VMware vRealize Automation – Advanced and Enterprise Editions

In addition to the general license notes above, if You purchase a license to VMware vRealize Automation, 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. You may only use container management functionality if you have purchased vRealize Automation Enterprise Edition.

VMware vRealize Automation Advanced and Enterprise Editions include an entitlement to use VMware vRealize Code Stream, to run and install VMware vRealize Code Stream Management pack for IT DevOps only. For any other uses of VMware vRealize Code Stream (including for application release automation use cases) you must purchase separate licenses for VMware vRealize Code Stream.

VMware vRealize Automation for Desktop

In addition to the general license notes above, if You purchase a license to VMware vRealize Automation for Desktop, you may use VMware vRealize Automation for Desktop to manage up the total number of Managed Desktops for which You have paid the applicable license fees.

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.

3.6 VMware vCloud Connector Core

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

3.7 VMware vRealize Log Insight

Definitions

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

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

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

License Notes

You may use the Software for up to the number of Processors 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 VMware Identity Manager Standard, but only for the following functionalities:

- directory integration functionality of VMware Identity Manager 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 VMware Identity Manager Standard, 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.

You must purchase separate licenses for VMware Identity Manager Standard if you wish to use any other features or functionality of VMware Identity Manager.

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

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

Log Insight for VMware vCenter. If You received access to the Software as part of Your license to VMware vCenter, You are entitled to use the Software for 25 Operating Systems Instances for each license of VMware vCenter for which You have paid the applicable license fees. You may use the Software to manage logs directly related to: (1) workloads running on vSphere, and (2) the VMware content packs detailed at the following link: <http://blogs.vmware.com/management/2016/02/vrealize-log-insight-for-vcenter-faq.html>.

Log Files and Support Data. You acknowledge that correspondence, log files and other data generated in conjunction with either a request for support services or your involvement in the Customer Experience Improvement Program (collectively, “**Support Data**”) may contain sensitive, confidential or personal information. By participating in the Customer Experience Improvement Program, you acknowledge and agree that your Support Data may be collected, processed, stored and transferred in accordance with the VMware vRealize Log Insight Installation and Administration Guide (<http://pubs.vmware.com/log-insight-25/index.jsp>). You are solely responsible for taking all steps necessary to both: 1) consider all applicable privacy laws prior to sending any Support Data to VMware; and 2) remove or otherwise protect any confidential, sensitive or personal information from the Support Data, including obfuscating the logs or otherwise guarding such information. Information collected by VMware may be transferred, stored and processed by VMware in the

United States or any other country in which VMware or its affiliates, subsidiaries or service providers maintain facilities.

3.8 VMware vRealize Operations Management Pack for EPIC

Definitions

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

License Notes

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

3.9 VMware vRealize Code Stream

Definitions

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

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

License Notes

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

You may not use any license keys for the Software provided to you after 1 January 2017 with any versions of the Software made available on or before 31 December 2016 (including version 1x, 2.0 and 2.1).

3.10 VMware Health Analyzer Collector

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

3.11 VMware vRealize Operations Management Pack for MEDITECH

Definitions

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

License Notes

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

3.12 VMware vRealize Network Insight

Definitions

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

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

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

“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.

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

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

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

License Notes

VMware vRealize Network Insight Advanced & Enterprise. Subject to the NSX limitations below, You may use VMware vRealize Network Insight Advanced or VMware vRealize Network Enterprise, as applicable, for up to the number of Processors or Concurrent Users for which You have paid the applicable license fees. All VMware NSX licenses, including support services, are sold separately.

The total number of licenses for VMware vRealize Network Insight Advanced or VMware vRealize Network Insight Enterprise licensed on a per-Processor basis cannot be greater than the total number of licenses with active VMware support services contracts You have for VMware NSX Advanced or Enterprise (licensed on a per-Processor basis). Licenses for VMware NSX for Desktop or term-based VMware NSX licenses do not apply to the total number of VMware NSX licenses required in the preceding sentence.

The total number of licenses for VMware vRealize Network Insight Advanced or VMware vRealize Network Insight Enterprise licensed on a per-Concurrent User basis cannot be greater than the total number of licenses with active VMware support services contracts You have for VMware NSX for Desktop (including NSX for Desktop licensed as part of VMware Cloud Foundation).

VMware vRealize Network Insight Enterprise – per Processor portability. For VMware vRealize Network Insight Enterprise, if you have purchased per-Processor licenses, you may use each per-Processor license: (1) on a per-Processor basis, as described above, or (2) for up to 15 Operating Systems Instances. The NSX restrictions above do not apply when a per-Processor license is used for Operating System Instances.

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

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

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

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

3.13 VMware Integrated OpenStack

Definitions

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

License Notes

You may use VMware Integrated OpenStack for up to the number of Processors for which you have paid the applicable license fees.

4. SECURITY PRODUCTS

4.1 VMware vCloud Networking and Security

Definitions

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

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

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. VMWARE SUITES

5.1 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 running vSphere, or (2) to manage up to 15 Operating Systems Instances.

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

“Server” means a hardware system capable of running the Software. A hardware partition or blade is considered a separate hardware system.

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

5.1.1 License Notes

The license notes (except any license metric) 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 that is running a copy of VMware vSphere licensed to You. When consuming a Portable License Unit on a per Operating Systems Instance basis, You may use the VMware vRealize Suite to manage up to 15 Operating Systems Instances deployed on: (i) a public cloud, including VMware vCloud® Air™, vCloud Air Network Partners, and other supported public clouds, or (ii) third-party hypervisors or physical servers. The use of any component in the VMware vRealize Suite to manage an Operating Systems Instance consumes one of the Operating Systems Instance licenses for each Operating Systems Instance under management. The number of Operating Systems Instances is calculated as the average number of Operating Systems Instances used during the immediately preceding 365 days.

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

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

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

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

VMware vSphere Enterprise Plus for vCloud Suite. 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. 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 cloud 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.

5.2 VMware vSphere with Operations Management

Definitions

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

“Server” means a hardware system capable of running the Software. A hardware partition or blade is considered a separate hardware system.

5.2.1 General License Notes for VMware vSphere with Operations Management – Standard, Enterprise and Enterprise Plus (collectively, “vSOM”)

Your license to use the VMware applications provided with vSOM that are not VMware vSphere (**“Non-vSphere Applications”**) is restricted solely to the Virtual Machines that reside on a Processor that is running a copy of VMware vSphere licensed to You as a part of vSOM. Your license to use the Non-vSphere Applications is subject to Your compliance with the terms and conditions of Your license to VMware vSphere set forth below.

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

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

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

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

In addition to the management packs applicable for vRealize Operations Standard edition, You may use the following management packs for VMware vRealize Operations: Dell OpenManage Management Pack for VMware vRealize Operations Manager; Dell EqualLogic Management Pack for VMware vRealize Operations Manager; and Dell Storage Management (Dell Compellent) Pack for VMware vRealize Operations Manager. You

cannot use any other management pack or adaptors for VMware vRealize Operations unless You separately purchase a license to the applicable edition of VMware vRealize Operations.

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

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

Hosting Rights and Restrictions. Notwithstanding anything to the contrary in this EULA, You may use VMware vSphere to deliver “internally developed applications” as a service to third parties via an internal or external network. An “internally developed application” is: (i) a computer application that you have created or developed, and (ii) a third party computer application(s) that (a) is ancillary to your application-based service, and (b) cannot be accessed directly by end users of your application-based service. Except as expressly provided in this paragraph and Section 3.1 of the EULA, the use of VMware vSphere for any other types of hosting or for the benefit of any third party in any manner is strictly prohibited unless You are an authorized participant in a VMware program that is governed by a separate set of terms and conditions which authorizes such activity.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 VMware vRealize Operations

Definitions

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

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

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

“Server” means a hardware system capable of running the Software. A hardware partition or blade is considered a separate hardware system.

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

5.3.1 General License Notes

For Your license to each edition of the VMware vRealize Operations, the number of permitted Processors 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.

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.

Customers who purchased a license of VMware vSAN Standard, VMware vSAN Advanced, VMware vSAN Standard for Desktop, VMware vSAN Advanced for Desktop, or VMware Software bundles that include VMware vSAN may enhance the use of the Software with the Management Pack for vSAN only in the same Clusters licensed to run the VMware vSAN Software.

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.

All editions of the Software include VMware's endpoint operations agent. This agent provides the ability to perform operation system and application level monitoring. You may use this agent to monitor the health of the vCenter Server application regardless of the Software edition You have licensed. You may use this agent to perform operation system level monitoring only if you have licensed the Advanced or Enterprise edition of the Software. You may use this agent to perform application level monitoring only if you have licensed the Enterprise edition of the Software.

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

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

5.3.2 Product Edition/Suite Specific License Notes

VMware vRealize Operations Standard

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

You may use the Software for up to the number of Processors or Operating System Instances, as applicable, for which you have paid the applicable license fees.

You may not use the following 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:

- fully automated or schedulable workload balancing, or
- native vSAN monitoring and management (that does not require installation of a management pack), however You are entitled to use the Management Pack for vSAN.

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 or Operating Systems Instances for which you have paid the applicable license fees.

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

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

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

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 Operating Systems Instances for which you have paid the applicable license fees.

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

5.4 VMware vCloud NFV

Definitions

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

5.4.1 General License Notes for VMware vCloud Director for Service Provider

You may use the Software on a Server that contains up to the number of Processors for which you have paid the applicable license fees.

You may not deploy VMware vCloud for Service Provider in a production environment without having a current subscription for Mission Critical Support.

5.4.2 General License Notes for VMware vCloud NFV

If You have purchased a license for VMware vCloud NFV, the products included in that bundle are not licensed individually. Use of any Software included in the bundle will constitute use of a license for VMware vCloud NFV.

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 when licensed as part of this VMware vCloud NFV bundle: VMware vRealize Log Insight, VMware vSphere with Operations Management Enterprise Plus, and VMware vSAN Standard.

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

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

5.5 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.

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

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

“Server” means a hardware system capable of running the Software. A hardware partition or blade is considered a separate hardware system.

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

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

License Notes

Except as noted below for VMware Cloud Foundation for Virtual Desktop Infrastructure, You may use the VMware SDDC Manager on a Server that contains up to the number of Processors for which you have paid the applicable license fees. Although each Cloud Foundation Instance is managed by a single SDDC Manager instance, You must have a license for each Software component in the VMware Cloud Foundation bundle (including VMware SDDC Manager) for every Processor in each Cloud Foundation Instance. Additionally, You are required to deploy a separate VMware vCenter license in each Cloud Foundation Instance. You may use a single VMware vCenter license to run multiple workload domains so long as all of those workload domains reside in a single Cloud Foundation Instance. These licenses to VMware vCenter are not included in this bundle. You must use an existing vCenter license that is not already deployed or purchase a new license separately.

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 (whether through the purchase of an upgrade to VMware Cloud Foundation or through a purchase of the complete bundle) or as an optional 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 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 hosting Desktop Virtual Machines, Terminal Services Sessions, remote desktop services host and running VMware products which are included in the VMware Cloud Foundation for Virtual Desktop Infrastructure bundle or third party connection brokers and desktop management and monitoring tools.

5.6 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. “Clusters” and “Processors” have the meanings given to them in section 2.6 of this Product Guide. In addition, the license notes for VMware vSAN in this Product Guide apply to Your use of the Software when licensed as part of this suite.

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

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

6. DESKTOP AND END USER COMPUTING

6.1 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 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.

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

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

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

License Notes

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

6.2 VMware Horizon Client for IOS

Definitions

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

License Notes

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

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

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

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

Except as otherwise determined by applicable law, Apple shall not be responsible for addressing any claims of You or any third party relating to the Software or Your possession and/or use of that Software, including, but not

limited to: (i) product liability claims, (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

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

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

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

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

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.

6.3 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.

6.4 VMware ThinApp

Definitions

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

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

“Named User” means Your single designated employee, Third Party Agent, or a single designated employee of Your designated customer who receives a Thinapp from You, who has been authorized by You to use the Software in accordance with the terms of this Agreement.

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

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

6.4.1 General License Notes

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

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

You will display the following notice with each ThinApp: “Powered by VMware. Portions of this software contain VMware, Inc. technology. Copyright © 1999-2017 VMware, Inc. All Rights Reserved.”

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

6.4.2 Product Edition/Suite Specific License Notes

VMware Mirage

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

6.5 VMware ThinApp Virtualization Packager

Definitions

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

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

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

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

License Notes

You may use the VMware ThinApp Virtualization Packager to create ThinApps for end users within Your enterprise, without any further redistribution rights, in accordance with the licensing terms of the Customer Application. You must have a separate VMware ThinApp Virtualization Packager license for each Device or Named User, except for a Device or Named User running ThinApp in an authorized concurrent use environment. Customer will display the following notice with each ThinApp: “Powered by VMware. Portions of this software contain VMware, Inc. technology. Copyright © 1999-2017 VMware, Inc. All Rights Reserved.”

6.6 VMware Workstation Pro

Definitions

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

License Notes

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

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

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

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

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

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

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

documentation, email notification and/or policy change on VMware website, and/or the terms of the End User License Agreements of VMware products; (b) disable, remove, over-ride or modify the display of any VMware product End User License Agreements to the end customers; or (c) upload or otherwise transmit any material containing software viruses or other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any software or hardware.

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

6.7 VMware Fusion and 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-branded products running Mac OS X.

General License Notes

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

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

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

In addition to the Software that is included in VMware Fusion, VMware Fusion Pro includes a commercial use license to VMware Workstation Player, as further described in Section 6.8 below.

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

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

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

You will not (1) use the APIs to create, design or develop anything other than Developer Software; (2) make any more copies of the APIs than are reasonably necessary for the authorized use and backup and archival purposes; (3) modify, create derivative works of, reverse engineer, reverse compile, or disassemble the APIs, except that you may modify and create derivative works of, and distribute any code provided in the APIs that is designated by VMware in the APIs documentation as “distributable code” solely as part of your Developer Software; (4) distribute, sell, lease, rent, lend, or sublicense any part of the APIs to any third party except as designated herein

and as necessary to distribute Developer Software or; (5) use the APIs to (a) create, design or develop software or services to circumvent, enable, modify or provide access, permissions or rights which would violate the technical restrictions of VMware Software, any additional licensing terms provided by VMware via product documentation, email notification and/or policy change on VMware website, and/or the terms of the End User License Agreements of VMware products; (b) disable, remove, over-ride or modify the display of any VMware product End User License Agreements to the end customers; or (c) upload or otherwise transmit any material containing software viruses or other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any software or hardware.

6.8 VMware Workstation Player

Definitions

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

General License Notes

You may install and use VMware Workstation Player for your own personal non-Commercial Use. If you purchased licenses for VMware Workstation Player or if You obtain the Software as part of VMware Fusion Pro, You may install and use the Software for Commercial Use on a number of computers equal to the number of licenses purchased. Installing and using a single license of the Software on multiple computers is prohibited even if the computers are not running the Software concurrently.

If you obtain the Software as part of VMware Workstation Pro, then Section 6.7 applies to your use of VMware Workstation Player.

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

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

6.9 VMware Socialcast

Definitions

“Named User” means the designated user who can access or use the Software.

“Subscription Software” means Software that is licensed for a specific term and includes Support Services (at the Support Services level purchased) for the duration of such term (“Subscription Term”).

“Support Services” means the technical support services offered by VMware for the Software pursuant to its then-current support policies.

License Notes

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

For Subscription Software, You may use the Software solely during the Subscription Term. Upon expiration or termination of Your licenses to the Subscription Software, You shall promptly cease use of the Software and Documentation and destroy (and certify to VMware in writing the fact of such destruction) or return to VMware all copies of the Software and Documentation then in Your possession or under Your control.

VMware shall not have any obligation to provide Support Services unless You have installed, and at the time You request Support Services are running, VMware’s then current release of the Software and have downloaded and

installed all available updates to the Software within the last 60 days. You shall purchase the same level of Support Services for all Named Users.

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 the evaluation period designated by VMware.

6.10 VMware Mirage

Definitions

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

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

License Notes

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

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

6.11 VMware Mirage Windows Migration

Definitions

“Device” means any client hardware that enables an end user to run the Software.

License Notes

You may use the Software for up to the number of Devices for which You have paid the applicable license fees and solely for the purpose of migrating from one Windows operating system to another (e.g., Windows XP to 7). In the interest of clarity, You may only use the Software once per Device. If the Software is licensed to You for a limited term, You may use the Software solely during the specified license term. Upon expiration or termination of the term, You will promptly cease use of the Software and Documentation and destroy (and certify to VMware in writing the fact of such destruction) or return to VMware all copies of the Software and Documentation then in Your possession or under Your control.

6.12 VMware View Planner

You may use the VMware View Planner benchmarking tool solely for Virtual Desktop Infrastructure performance analysis. As discussed in the VMware View Planner Installation and User Guide, VMware View Planner must be installed concurrently with VMware vSphere and VMware View Server. Your use of VMware View Planner must comply with the VMware View Planner Run and Reporting Rules available at <http://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/products/downloads/vmw-view->

[planner-rules-policy-en.pdf](#). Only You and/or authorized third parties may publish or publicly disseminate the results of Your performance testing and benchmark studies, provided that such performance testing and benchmarking studies conform to the VMware View Planner Run and Reporting Rules and the testing and benchmarking guidelines set forth in the EULA.

6.13 VMware vRealize Operations for Horizon

Definitions

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

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

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

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

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

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

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

License Notes

You may use the Software for up to the number of 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, Citrix XenApp or Citrix XenDesktop.

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

6.14 VMware Horizon Air Desktop Platform

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 workspace or desktop through an endpoint device.

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

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

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

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

License Notes

In addition to the above license notes that apply to each component of the VMware Horizon Air Desktop Platform, if You purchase a license to VMware Horizon Air Desktop Platform, the following terms apply:

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

VMware vSphere Desktop

You may only 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 Air Desktop Platform Software. Your use of VMware vSphere Desktop is limited to hosting Desktop Virtual Machines, Terminal Services Sessions, and remote desktop services hosting and running VMware products which are included in VMware Horizon Air Desktop Platform or third party connection brokers and desktop management and monitoring tools.

6.15 VMware Horizon Air Hybrid-Mode

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 workspace or desktop through an endpoint device.

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

“**Named User**” means the designated user who can access or use 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.

“**Support Services**” means the technical support services offered by VMware for the Software pursuant to its then-current support policies.

“**Subscription Term**” means the specific term for which you have paid the applicable subscription fee.

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

“**Terms of Service**” means the Horizon Air Terms of Service which are available at: <http://www.vmware.com/download/eula/horizon-air-terms-of-service>

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

License Notes

VMware Horizon Air Hybrid-mode includes Software You may use on-premises, as well as providing access to the Horizon Air Control Plane which is a hosted service. The on-premises Software included in the VMware Horizon Air Hybrid-mode bundle is:

- For the “Horizon Air Hybrid-Mode – Bring Your Own Virtualization” bundle: Horizon Air Link, Horizon Air Agent, App Volumes Unified Agent Installer, Horizon 7 Agent, App Volumes Agent, User Environment Manager, App Capture, User Environment Manager, EUC Access Point (collectively, the “Horizon Air Hybrid-Mode Software”)

- For the “Horizon Air Hybrid-Mode – with VMware Virtualization” bundle: Horizon Air Hybrid-Mode Software, VMware vSphere for Desktop, VMware vCenter Server, VMware ThinApp.

You may use the applicable Software during the Subscription Term for up to the number of Named Users for which you have paid the applicable license fees. You will also receive Support Services for the Subscription Term.

Hosted Service: Components of each bundle of the Software are provided by VMware as a hosted service. The Terms of Service apply to the hosted service components of the Software, in addition to this EULA which applies to the components of the Software installed on-premise.

Renewal: Unless specified otherwise in an Enterprise License Agreement, at the end of a Subscription Term, such Subscription Term will automatically renew for a twelve (12) month period, unless You opt-out of auto-renewal by changing your renewal option setting for your subscription within the My VMware Portal at <http://my.vmware.com>. The fees payable for the first renewal Subscription Term will be based on the same pricing used for your initial order.

VMware vSphere Desktop

You may only 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 Air Hybrid Mode Software. Your use of VMware vSphere Desktop is limited to hosting Desktop Virtual Machines, Terminal Services Sessions, and remote desktop services hosting and running VMware products which are included in VMware Horizon Air Hybrid Mode or third party connection brokers and desktop management and monitoring tools.

6.16 AirWatch Management Suites, Standalone Products and Hosting Services

Definitions

“**Customer Content**” means any and all data, applications, files, information or materials accessed, transmitted, uploaded, published or displayed through the Software or Hosted Service by You, Your Users or any third party users and/or their Devices. It does not include Relationship Data or Usage Data.

“**Device**” means Your mobile device(s), including but not limited to mobile phone(s), smartphone(s), tablet computer and computing device(s), personal digital assistant(s) (PDAs), enterprise digital assistant(s) (EDAs), 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.

“**Hosted Services**” mean the services provided by VMware to host, on VMware’s servers on Your behalf, the necessary Software to allow communication, control functions or share content with Devices via internet-based consoles.

“**Hosting Policy**” means VMware’s hosting policy governing the provision of Hosted Services, as amended from time to time by VMware and posted at <http://www.air-watch.com/downloads/pricing/hosting-services-policy.pdf>.

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

“**Personal Data**” means personally identifiable information from or about an individual either provided by Customer or Customer’s Users or a Device to VMware in connection with Your use of the Software or Hosted Service. Personal Data does not include information Relationship Data or Usage Data or anonymous or non-identifying data.

“**Relationship Data**” means personal information that VMware collects during the activation and maintenance of Your account. It may include names and contact details of Your personnel involved in maintaining the Software and/or Hosted Service. It does not include information collected through the publicly accessible portions of our webpages, which is subject to the privacy policy posted on those webpages.

“Third Party Agent” means a third party consultant or contractor of Yours who accesses and uses the Software on Your behalf solely for Your internal business operations, provided that such agent is bound by an agreement with You protecting VMware’s intellectual property with terms no less stringent than this Agreement and that You ensure that such third party use of the Software complies with the terms of this Agreement.

“Usage Data” means aggregated technical data about Your use and Your Users’ use of the Software and/or Hosted Services and Your User’s Devices, including but not limited to: 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 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 and/or Hosted Service; errors made by applications running in this Software and/or Hosted Service; and the amount of memory and CPU usage across the Software and/or Hosted Service.

“User” means Your authorized individual user of a Device, the Software and/or the Hosted Services.

General License Notes for AirWatch Management Suites, Standalone Products and Hosting Services

License Metric. 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 AirWatch Software or on which the AirWatch Software is installed.

License Term. 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”). In the event You purchase additional Subscription Licenses during a Subscription Period, the additional Subscription Licenses shall be coterminous with the then current Subscription Period and the fees for the additional Subscription Licenses shall be prorated accordingly.

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. You shall not use the Software without obtaining Your own Apple Push Notification services (APNs) Certificate from Apple Inc., if You use the Software to manage Devices running on Apple operating systems.

Hosted Services. If specified in Your Order, VMware will provide Hosted Services to You for the number of Devices and for the Hosted Services period specified in the Order, in accordance with the Hosting Policy. You agree to the terms of the Hosting Policy. With respect to any Hosted Services purchased in Your Order, the term “Software” will apply to the Hosted Services in the following sections of the License Agreement: 2.1 (Scope of License), 2.2 (Third Party Use), 2.6 (Open Source Software), 3 (Restrictions; Ownership), 7.2 (Disclaimer of Warranties), 8 (Intellectual Property Indemnification), 9 (Limitation of Liability), 10 (Termination), 11 (Confidential Information), and 12 (General).

Compliance. You are responsible for ensuring that Your Users comply with Your obligations under this Agreement. You will duly observe all of Your obligations under any relevant data protection law or regulation that may apply to the relationship contemplated under this Agreement, including, specifically, any obligation for You to provide notice, obtain consents or file registrations with applicable data protection authorities. You will configure the Software and/or Hosted Service in accordance with all applicable laws and regulations. Further, as required by applicable law or regulation, You will notify Your Users that any Customer Content provided as part of the Software and/or Hosted Services will be made available to a third party (i.e. VMware) as part of VMware providing the Software and/or Hosted Services.

Relationship & Usage Data. You agree that VMware may collect and process Relationship and 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 and/or Hosted Service, better understand Your business needs and comply with our contractual obligations and applicable law.

Relationship and 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 that it acts as a controller, each party shall comply at all times with its obligations under the local legislation applicable in the Territory for the protection of individuals with regard to the processing of personal data. In this section, “controller” shall have the meaning given to it in the EU Directive 95/46/EC.

Data Transfer. You agree that Customer Content, Relationship Data and Usage Data collected or received by VMware in connection with the download, installation, configuration, maintenance, support and use of the Software or Hosted Service may be transferred, stored and processed in the United States or any other country in which VMware or its affiliates, subsidiaries or service providers maintain facilities. By downloading, installing, using the Software and/or Hosted Service or receiving customer support assistance, You consent to the worldwide processing of Your technical and Personal Data.

Subprocessing. You authorize VMware to subcontract processing of Customer Content under this Agreement to a third party provided that: (i) VMware will ensure any subcontractor VMware appoints will protect the Customer Content to a standard which is substantially equivalent to the standard that is set forth in this Agreement; and (ii) VMware will be responsible for the acts, errors and omissions of any subcontractor VMware appoints to process the Customer Content.

Indemnity for Customer Data. You will defend, indemnify and hold harmless VMware against any claims, losses, fines or damages arising from or relating to: (a) Customer Content; (b) any infringement or misappropriation of any intellectual property rights by You, Your customers, Users and suppliers; (c) violation of law by You or Users, including but not limited to any law or regulation relating to the privacy and/or security of Your Users and Devices; or (d) Your use of the Hosted Services (including any activities under Your account and any use by Your employees, personnel or Users) in violation of the Agreement. VMware will (a) provide You with notice of the claim within a reasonable period of time after learning of the claim; and (b) reasonably cooperate in response to Your requests for assistance. You may not settle or compromise any indemnified claim without VMware’s prior written consent.

Territory. You may use and access the Software from Devices located throughout the world, but You may only deploy the console component of the Software within the territory for which You have paid the applicable license fees.

VMware Software. To the extent that an AirWatch Management Suite includes VMware software or services, those components are governed by the terms identified for the software or service and available at <http://www.vmware.com/download/eula/>, including the applicable license notes for the on-premise software as set forth in this Product Guide.

VMware Identity Manager Advanced. Notwithstanding anything to the contrary in the license notes above, whether you licensed the AirWatch Software on a per Device basis or a per Named User basis, each license for the VMware Identity Manager Advanced Software may be used by only one single Named User. Any use of the VMware Identity Manager Advanced Software by a Named User on a Device will constitute use of a Device for the purposes of the AirWatch Software license metric. VMware Verify, VMware’s multi-factor authentication solution, received as part of VMware Identity Manager Advanced may not be used as part of the AirWatch Blue Management Suite and the AirWatch Yellow Management Suite.

AirWatch Management Suites. For each of AirWatch Express, AirWatch Green, Orange, Blue and Yellow Management Suites and AirWatch Management Suite for Rugged Devices, You may only use the following functionality of the applicable AirWatch Management Suite for which you have paid the applicable fees:

AirWatch Express Management Suite: Mobile Device Management and App Catalog

AirWatch Green Management Suite: Mobile Device Management, Container and App Catalog

AirWatch Orange Management Suite: Mobile Device Management, Container, App Catalog, Inbox and Boxer (includes AirWatch Secure Email Gateway)

AirWatch Blue Management Suite: Mobile Device Management, Container, App Catalog, Inbox and Boxer (includes AirWatch Secure Email Gateway), App Wrapping, AirWatch Tunnel, NSX for AirWatch

Integration, Browser, Content Locker View, VMware PIV-D Manager and VMware Identity Manager Advanced (excluding VMware Verify received as part of VMware Identity Manager Advanced)

AirWatch Yellow Management Suite: Mobile Device Management, Container, App Catalog, Inbox and Boxer (includes AirWatch Secure Email Gateway), App Wrapping, AirWatch Tunnel, NSX for AirWatch Integration, Browser, Content Locker View and VMware Identity Manager Advanced (excluding VMware Verify received as part of VMware Identity Manager Advanced), VMware PIV-D Manager, Telecom and Content Locker Collaborate (includes Content Locker View)

AirWatch Management Suite for Rugged Devices: Mobile Device Management, Container, App Catalog, and Remote Management

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

6.17 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 to their workspace or desktop through an endpoint device.

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

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

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

“Terminal Services Session” means a Microsoft Windows terminal services session running a valid Microsoft Windows license, including as part of a Citrix Xenapp server session run with Microsoft Windows terminal services.

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

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

License Notes

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

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

VMware App Volumes Standard

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

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

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

VMware App Volumes Enterprise

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

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

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

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

6.18 VMware User 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 to their workspace or desktop through an endpoint device.

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

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

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

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

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

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

License Notes

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

The Software may be used with the following operating system software:

Client:

- Windows 7 Professional, Enterprise and Ultimate x86 and x64 SP1
- Windows 8 Professional and Enterprise x86 and x64
- Windows 8.1 Professional and Enterprise x86 and x64 with Update
- Windows 10 Professional and Enterprise x86 and x64

Server:

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

6.19 VMware Identity Manager Standard

Definitions

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

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

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

“ThinApp Packager Tool” means the VMware tool used to package Customer Application(s) into a ThinApp.

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

License Notes

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

You will receive a single license to VMware Workstation Pro for each license pack of VMware Identity Manager Standard purchased by You. You will also receive a single license to VMware ThinApp Client for each Named User for which You have paid the applicable license fees. VMware ThinApp Packager Tool is not included with the Software and must be acquired separately to: (i) package Customer Application(s) solely to create ThinApps; and (ii) distribute such ThinApps to Named Users within Your enterprise, without any further redistribution rights, in accordance with the licensing terms of the Customer Application.

You are responsible for all activities of your Named Users and for your Named Users’ compliance with this Agreement.

VMware Verify, VMware's multi-factor authentication solution, received as part of VMware Identity Manager Standard may not be used as part of this Software.

6.20 VMware Identity Manager Advanced

Definitions

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

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

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

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

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

License Notes

The VMware Identity Manager Advanced bundle includes specified functionality from AirWatch Green Management Bundle (as described below) and VMware ThinApp Client.

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

You may only use the features and functionality of the AirWatch Software provided with the Software as described under the heading VMware Identity Manager Advanced at www.vmware.com/products/identity-manager/pricing.html.

You will receive a single license to ThinApp Client for each Named User for which You have paid the applicable license fees. VMware ThinApp Packager Tool is not included with the Software and must be acquired separately to: (i) package Customer Application(s) solely to create ThinApps; and (ii) distribute such ThinApps to Named Users within Your enterprise, without any further redistribution rights, in accordance with the licensing terms of the Customer Application.

You acknowledge that the Software includes VMware Verify, VMware's multi-factor authentication solution that is powered by a third-party service provider. Unless You opt out of using 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.

If you have licensed the Software as part of the AirWatch Blue or Yellow Management Suites, the metrics and related provisions in section 6.16 applies to your use of the VMware Identity Manager Advanced Software, in addition to the above restrictions in this section.

7. HORIZON BUNDLES

7.1 VMware Horizon Standard Edition

Definitions

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

“**Concurrent Users**” means the total number of users accessing or using the Software at any given time to maintain an Active Connection 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.

“**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.

“**Server**” means a hardware system capable of running the Software. A hardware partition or blade is considered a separate hardware system.

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

License Notes

The VMware Horizon Standard Edition bundles includes: VMware vSphere Desktop, VMware vCenter Server, VMware Horizon View Standard, VMware ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation Pro.

The VMware Horizon Standard Edition Add-on bundle includes: VMware Horizon View Standard, VMware ThinApp Virtualization Packager, VMware ThinApp Client and VMware Workstation Pro.

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

vSphere Desktop

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

vCenter Server

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

ThinApp

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

Workstation Pro

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

7.2 VMware Horizon Advanced Edition

Definitions

“Active Connection” means (i) with respect to Horizon View, any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and physical computers, (ii) with respect to Mirage, any provisioned desktop image, and (iii) with respect to VMware Identity Manager Standard: (A) any user who has used the single-sign-on functionality of VMware Identity Manager Standard to authenticate into a Horizon hosted application or Hosted Desktop Virtual Machine, and/or (B) any user who has used the single-sign-on functionality of VMware Identity Manager Standard, for the eight (8) hour period after doing so, to log into an application other than a Horizon hosted application or a Horizon hosted Desktop Virtual Machine.

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

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

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

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

“Server” means a hardware system capable of running the Software. A hardware partition or blade is considered a separate hardware system.

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

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

License Notes

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

vSphere Desktop

The VMware Horizon Advanced Edition bundle includes a license to use VMware vSphere Desktop for up to the total number of Named Users or Concurrent Users for which You have paid the applicable license fees for the

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

vCenter Server

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

ThinApp

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

Mirage

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

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

Workstation Pro

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

7.3 VMware Horizon Enterprise Edition

Definitions

“Active Connection” means (i) with respect to Horizon View (for Microsoft Windows), User Environment Manager and Horizon for Linux, any connections to Powered On Desktop Virtual Machines, Terminal Services Sessions and physical computers, (ii) with respect to Mirage, any provisioned desktop image, and (iii) with respect to VMware Identity Manager Standard: (A) any user who has used the single-sign-on functionality of VMware Identity Manager Standard to authenticate into a Horizon hosted application or Hosted Desktop Virtual Machine, and/or (B) any user who has used the single-sign-on functionality of VMware Identity Manager Standard, for the eight (8) hour period after doing so, to log into an application other than a Horizon hosted application or a Horizon hosted Desktop Virtual Machine.

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

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

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

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

“Server” means a hardware system capable of running the Software. A hardware partition or blade is considered a separate hardware system.

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

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

License Notes

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

vSphere Desktop

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

vCenter Server

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

ThinApp

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

Mirage

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

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

Horizon View Enterprise

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 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.

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.

7.4 VMware Horizon FLEX

Definitions

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

License Notes

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

You may install and use a license of the Software on a new or alternate Device, provided You have first uninstalled the Software from the original Device.

The license notes in this section apply to each of the individual components of the Software included in the VMware Horizon Flex bundle, and prevail to the extent of any inconsistency with the individual product sections elsewhere in this Product Guide. License Notes for individual components of the Software elsewhere in this Product Guide that are not inconsistent with this section will continue to apply to your Use of that Software.

7.5 VMware Workspace Suite

Definitions

“**Device**” means a mobile device, including but not limited to a mobile phone, smart phone, tablet computer, computing device, personal digital assistant (PDA), enterprise digital assistant (EDA), ruggedized device or any similar or similarly functioning electronic device, which may be monitored and managed by the Software, whether owned by You or a Named User.

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

“**Third Party Agent**” means a third party consultant or contractor of Yours who accesses and uses the Software on Your behalf solely for Your internal business operations, provided that such agent is bound by an agreement with You protecting VMware’s intellectual property with terms no less stringent than this Agreement and that You ensure that such third party use of the Software complies with the terms of this Agreement.

License Notes

In addition to the above license notes that apply to each component of the VMware Workspace Suite, if You purchase a license to VMware Workspace Suite, the following terms apply to all components of VMware Workspace Suite:

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

For each Named User for which You use one or more of the VMware software products included in VMware Workspace Suite, You shall be deemed to have deployed one per Named User license for the Software.

For the VMware AirWatch Yellow Management Bundle Software product, each Named User may have a maximum of three (3) Devices that are managed by AirWatch Software or on which the AirWatch Software is installed.

7.6 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 to their workspace or desktop through an 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.

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

License Notes

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

vSphere Desktop

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

vCenter Server

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

7.7 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 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.

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

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

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

License Notes

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

vSphere Desktop

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

vCenter Server

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

7.8 VMware Workspace ONE

Definitions

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

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

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

License Notes

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

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

If You have licensed the Software on a per-Device basis, You cannot use the Software to access the Workspace ONE web-based portal or use VMware Verify. 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.

Each edition of VMware Workspace ONE (VMware Workspace ONE Application Access, 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/workspace-one/workspace-one-editions-comparison.pdf>, (for the Standard, Advanced and Enterprise editions) and also as described below (for all editions).

AirWatch Migration to Workspace ONE

If You have migrated or converted from an existing AirWatch product to Workspace ONE (whether as part of a VMware migration offering, purchase of support and subscription services for Workspace ONE, or receipt of a Workspace ONE product entitlement from VMware), Your use of each component of Workspace ONE (including the applicable AirWatch functionality You already use) is subject to the License Agreement and any legacy terms governing the AirWatch functionality will no longer apply.

Workspace ONE Essentials

As part of Your license to use VMware Workspace ONE Essentials, You are licensed to use functionality from AirWatch and from VMware Identity Manager Advanced, in each case for up to the same number of Named Users for which You have paid the applicable license fees for VMware Workspace ONE Essentials and subject to the functionality entitlements referred to above.

Workspace ONE Application Access

As part of Your license to use VMware Workspace ONE Application Access, You are licensed to use functionality from AirWatch and VMware Identity Manager Advanced, in each case for up to the same number of Named Users or Devices for which You have paid the applicable license fees for VMware Workspace ONE Application Access and subject to the following functionality entitlements.

You may only use the AirWatch console for the distribution of mobile applications (and not for management of mobile devices). You may only use the following features from VMware Identity Manager Advanced: Access Portal; Federated SSO; Conditional Access; and VMware Verify (only if you have licensed the Software on a per-Named User basis).

Workspace ONE Standard & Workspace ONE Advanced

As part of Your license to use VMware Workspace ONE Standard or VMware Workspace ONE Advanced, You are licensed to use functionality from AirWatch and VMware Identity Manager Advanced, each 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.

Workspace ONE Enterprise

As part of Your license to use VMware Workspace ONE Enterprise, You are licensed to use functionality from AirWatch, VMware Identity Manager Advanced, and VMware Horizon Enterprise Edition, each 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.

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 Workspace ONE Terms of Service available at <http://www.vmware.com/download/eula.html> and the ancillary documents listed on the Terms of Service page, rather than by the License Agreement. Please review the provisions of the Service Description for details and additional conditions regarding your use of the hosting service.

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

7.9 VMware Collaboration Bundle

Definitions

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

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

License Notes

This bundle includes: VMware AirWatch Content Locker, VMware AirWatch Video and VMware Socialcast.

In addition to the license notes that apply to each component of the VMware Collaboration Bundle (being the license notes for AirWatch and VMware Socialcast), You may use the Software for up to the number of Named Users for which You have paid the applicable license fees.

If You purchased the Software on a subscription basis, the term of Your subscription licenses shall be as specified in the Order. Upon expiration or termination of Your licenses to the Subscription Software, You shall promptly cease use of the Software and Documentation and destroy (and certify to VMware in writing the fact of such destruction) or return to VMware all copies of the Software and Documentation then in Your possession or under Your control.

Support Services

Notwithstanding anything to the contrary in the applicable License Agreement for the Software, if You have purchased support and subscription services for VMware Collaboration Bundle, You will receive support and subscription services in accordance with the AirWatch Support Policy, as described at <https://www.vmware.com/support/acquisitions/AirWatch.html>

7.10 VMware Horizon Apps

Definitions

“**Active Connection**” means (i) with respect to Horizon Apps, any connections to Terminal Services Sessions, and (ii) with respect to VMware Identity Manager Standard: (A) any user who has used the single-sign-on functionality of VMware Identity Manager Standard to authenticate into a Horizon hosted application, and/or (B) any user who has used the single-sign-on functionality of VMware Identity Manager Standard, for the eight (8) hour period after doing so, to log into an application other than a Horizon hosted application.

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

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

“**Server**” means a hardware system capable of running the Software. A hardware partition or blade is considered a separate hardware system.

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

License Notes

In addition to the license notes in this Product Guide that apply to each Software component of the applicable VMware Horizon Apps bundle (except the license metric for those Software components), You may use each

Software component for up to the number of Named Users or Concurrent Users for which you have paid the applicable license fees, except as described below. The Linked Clones and Virtual desktop machines features received as part of Horizon Apps Standard or Advanced may not be used as part of this product.

vSphere Desktop

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

vCenter Server

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

ThinApp

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

Workstation Pro

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

VMware Identity Manager Standard

Your license to use the VMware Horizon Apps bundle includes a license to use VMware Identity Manager Standard 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 Verify, VMware's multi-factor authentication solution, received as part of VMware Identity Manager Standard may not be used as part of this Software.

VMware User Environment Manager

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

VMware Horizon Apps Advanced

VMware App Volumes Enterprise

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

8. CLOUD APPLICATION PLATFORM

8.1 VMware vFabric Postgres

Definitions

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

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

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

License Notes

You may use the Software for Production Use only for up to the number of Virtual Machines for which you have paid the applicable license fees, and each Virtual Machine running the Software is not permitted to have more than two (2) Virtual CPUs per license. In addition, you may use the Software for Non-Production Use. If you run the Software in a Virtual Machine that has more than two (2) Virtual CPUs, then multiple licenses of the Software are required. The splitting of a license to the Software to run in two (2) Virtual Machines is strictly prohibited.

8.2 VMware vRealize Hyperic

Definitions

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

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

License Notes

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

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

9. IT SERVICE MANAGER

9.1 VMware Service Manager

Definitions

“**Concurrent Users**” means a total number of users who can access or use the Software at any given time.

“**Instance**” means the Software that is installed on either a single physical server or Virtual Machine or on a cluster of multiple physical servers or Virtual Machines working together and accessible by a single network address and has its data stored in a single database.

“**Named Users**” means designated users who can access or use the Software.

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

License Notes

You may install an Instance of the Software and the access or use of the Software is limited to the number of Concurrent Users and/or Named Users for whom you have paid the applicable license fees.

You may make five (5) copies of the Software solely for development, quality-assurance, or other testing purposes (“**Non Production Use**”).

10. VMWARE IT BUSINESS MANAGEMENT

10.1 VMware vRealize Business for Cloud Advanced Edition

Definitions

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

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

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

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 for which You have paid the applicable license fees.

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

vRealize Reference Database

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

10.2 VMware vRealize Business Enterprise Edition

Definitions

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

License Notes

You may use the Software for up to the number of Named Users for which You have paid the applicable license fees. For the purposes of Your Order of the Software, the definition of “Named User” also includes a “User” as may be referenced in Your Order. You are entitled to an unlimited number of “Read Only Users,” who will have only read rights to the Software. You are also entitled to an unlimited number of licenses to vRealize Business for Cloud Advanced edition.

11. 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 disabled
- Data collection and data transmission by the Software will cease, and
- Data collected by the Software will not be used by VMware to provide Support Services.

11.2 Customer Experience Improvement Program

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

- Configuration Data** – Technical data about how your organization has configured VMware products and services and related environment information. Examples of Configuration Data include version information for VMware Software, product environment information, product configuration settings and technical data relating to the devices accessing those Software and services.
- Feature Usage Data** – Data about how your organization uses VMware Software and services. Examples of Feature Usage Data include details about which Software features your organization uses and metrics of user interface activity.
- Performance Data** – Data about the performance of VMware Software and services. Examples of Performance Data include metrics of the performance and scale of VMware Software and services, response times for user interfaces, and details about your API calls.

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

If you prefer not to participate in VMware’s CEIP for particular Software, follow the instructions set forth in the Documentation for that product. For a list of products participating in CEIP data collection and the link to the

product documentation where instructions for participating or not participating are included, please see VMware's Trust and Assurance Center at the following link: <http://www.vmware.com/trustvmware/ceip.html>.

Legacy data collection

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

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

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

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

12. THIRD PARTY COMPONENTS & THIRD PARTY SOFTWARE

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

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>.

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 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.

12.4 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.

12.5 Terms applicable to third party software products

When you purchase any of the following third party software from VMware, the following standard terms for that third party software apply to that software:

Blue Medora terms: <http://www.bluededora.com/EULA/>

Digital Fuel terms: <http://digitalfuel.com/license-agreement/>

HyTrust terms: <http://www.hytrust.com/terms/>

Pivotal terms: https://network.pivotal.io/legal_documents/pivotal_software_eula

Palo Alto Network terms: <https://www.paloaltonetworks.com/support/support-policies.html>

Rackware: <http://www.rackwareinc.com/wp-content/uploads/2015/09/RackWare-EULA-4-1-2015-0610.pdf>

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.