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- 1.2 **“Guest Operating Systems”** means instances of third-party operating systems licensed separately by You and installed in a Virtual Machine.
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- 1.6 **“Virtual Machine”** means a software container that can run its own operating system and execute applications like a physical machine.

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- 7.3 **Waiver and Modification.** No failure of either party to exercise or enforce any of its rights under this EULA will act as a waiver of those rights. This EULA may only be modified, or any rights under it waived, by a written agreement executed by the party against which it is asserted.
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- 7.8 **Contact Information.** Please direct legal notices or other correspondence to VMware, Inc., 3401 Hillview Avenue, Palo Alto, California 94304, United States of America. If You have any questions concerning this EULA, please send an email to info@vmware.com.
8. **SOFTWARE-SPECIFIC TERMS AND CONDITIONS.** In addition to the above sections, the Software is subject to the following terms and conditions. In the event of any conflict between the Software-specific terms and conditions and sections 1-7 of the EULA, the Software-specific terms and conditions shall control.

VMware vCenter Server

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

“**Pool**” means the aggregate amount of vRAM licensed for all vSphere licenses that are: (1) all of the same edition, and (2) all managed by a single instance of vCenter Server or by multiple vCenter Servers operating in linked mode.

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

“**vRAM**” means the virtual memory configured to a single Virtual Machine.

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

VMware vCenter Converter

The Microsoft Windows Preinstallation Environment software included with the Software is limited for use as a boot, diagnostic, disaster recovery, setup, restoration, emergency services, installation, test and/or configuration utilities program, and not for use as a general purpose operating system or as a substitute for a fully functional version of any operating system product; and contains a security feature that will cause your computer system to reboot without prior notification after 24 hours of continuous use.

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

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.

The amount of vRAM managed by the VMware vCenter Server included with the Essentials Kit cannot exceed 192 GB of vRAM in its Pool at any time.

VMware vSphere Essentials for Retail and Branch Offices and VMware vSphere Essentials Plus for Retail and Branch Offices (collectively, the "**ROBO Kit**")

You may only use VMware vCenter Server, included in the ROBO Kit, solely to manage up to three (3) Servers per physical building, with each Server having up to two (2) Processors or use a separately purchased VMware vCenter Server Standard to manage such Servers. The number of physical buildings with Servers may not exceed the number of ROBO Kit licenses purchased.

The amount of vRAM managed by the VMware vCenter Server included with the ROBO Kit cannot exceed 192 GB of vRAM in its Pool at any time.

VMware View

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

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

Your use of VMware vCenter Server, included in any VMware View edition, is limited to managing servers that are solely hosting Desktop Virtual Machines and VMware products which are included in the applicable View edition, or third party connection brokers and desktop management and monitoring tools. Your use of individual features included in a specific View edition is limited to that edition. The use of individual features interchangeably between View editions is strictly prohibited.