



**AMENDMENT
TO THE VMWARE MASTER END USER LICENSE AGREEMENT FOR
VMWARE PLAYER 3.1**

This Amendment (“Amendment”) to the VMware Master End User License Agreement for VMware Player 3.1 (“EULA”) is entered into by and between VMware, Inc. with offices at 3401 Hillview Avenue, Palo Alto, California 94304 (“VMware”), and _____, with offices at _____ (“Licensee”) is made and entered into by and between the parties as of _____ (the “Amendment Effective Date”).

RECITALS

WHEREAS, the parties entered into the EULA; and

WHEREAS, the parties wish to amend the EULA as set forth herein;

NOW THEREFORE, in consideration of these premises and the mutual promises contained herein, the parties agree as follows:

1. Amend the paragraph titled “VMware Player” under Section 9 of the EULA to add the following as the last sentence:

“Notwithstanding the foregoing, you may internally install VMware Player on computers owned by you for access by your employees and contractors that provide services to you solely for the use described herein, provided that you shall safeguard that VMware Player is used solely according to the terms and conditions of this EULA. Any employee or contractor who ceases its association with you shall not be permitted to use VMware Player without first obtaining a valid personal license for VMware Player.”

Capitalized terms not otherwise defined herein shall have the meaning set forth in the EULA. Except as modified herein, the terms of the EULA shall be unaffected and shall remain in full force and effect. In the event of a conflict between the terms of the EULA and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, VMware and Licensee have caused this Amendment to be signed by their duly authorized representatives, effective as of the Amendment Effective Date.

VMware, Inc.

Licensee

Authorized Representative

Authorized Representative

Name

Name

Title

Title

Date

Date