

VMWARE, INC.  
Form DEF 14A  
April 07, 2009  
Table of Contents

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**SCHEDULE 14A**

(Rule 14a 101)

**Proxy Statement Pursuant to Section 14(a) of the**

**Securities Exchange Act of 1934**

(Amendment No. )

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

Preliminary Proxy Statement

**Confidential, For Use of the Commission Only** (as permitted by Rule 14a-6(e)(2))

Definitive Proxy Statement

Definitive Additional Materials

Soliciting Material Pursuant to R240.14a-12

**VMware, Inc.**

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

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No fee required.

Fee computed below per Exchange Act Rules 14a-6(i)(1) and 0-11.

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(1) Amount Previously Paid:

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(2) Form, Schedule or Registration Statement No.:

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(3) Filing Party:

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Table of Contents

VMWARE, INC.

NOTICE OF THE ANNUAL MEETING OF STOCKHOLDERS

TO BE HELD ON MAY 27, 2009

To the Stockholders of VMware, Inc.:

Notice is hereby given that the Annual Meeting of Stockholders of VMware, Inc. ( VMware, we, us, and our ), a Delaware corporation, will be held at VMware's offices at 3210 Porter Drive, Palo Alto, CA 94304, on Wednesday, May 27, 2009, at 8:00 a.m. local time. We will also offer a webcast of the annual meeting at <http://www.vmware.com>. The webcast will be available on our website for approximately 30 days following our meeting.

We are holding the meeting for the following purposes:

1. To elect two members nominated by us to the Board of Directors to serve as Class II, Group I directors to be elected by our sole Class B common stockholder for a three-year term expiring at the 2012 Annual Meeting of Stockholders.
2. To ratify the selection by the Audit Committee of the Board of Directors of PricewaterhouseCoopers LLP as VMware's independent auditors for the fiscal year ending December 31, 2009.
3. To approve an amendment to VMware's 2007 Equity and Incentive Plan to increase the number of shares of Class A common stock available for grant under the plan by 20 million shares.
4. To transact any and all other business that may properly come before the meeting or any adjournments thereof.

All stockholders of record of our common stock at the close of business on March 30, 2009, the record date, are entitled to notice of and to vote at this meeting and any adjournments thereof.

Class A common stockholders may cast their votes by completing a proxy. Whether or not you plan to attend the meeting, please cast your vote, as instructed in the Notice Regarding the Availability of Proxy Materials and in *Voting Over the Internet or by Telephone* on page 4 of the proxy statement, over the Internet or by telephone, as promptly as possible. You may also request a paper proxy card to submit your vote by mail, if you prefer. **We encourage you to vote via the Internet.** It is convenient and saves us significant postage and processing costs.

By order of the Board of Directors

/s/ RASHMI GARDE  
RASHMI GARDE  
*Vice President, General Counsel and Corporate  
Secretary*

Palo Alto, California

April 7, 2009

**Table of Contents**

**Table of Contents**

	<b>Page</b>
<u>Information Concerning Solicitation and Voting</u>	1
<u>Our Board of Directors and Nominees</u>	6
<u>Corporate Governance</u>	10
<u>Board Independence and Committees</u>	13
<u>Proposal 1 Election of Directors</u>	17
<u>Proposal 2 Ratification of Selection of Independent Auditors</u>	18
<u>Proposal 3 Approval of an Amendment to the VMware, Inc. 2007 Equity and Incentive Plan</u>	20
<u>Equity Compensation Plan Information</u>	27
<u>Security Ownership of Certain Beneficial Owners and Management</u>	28
<u>Compensation Discussion and Analysis</u>	31
<u>Compensation of Executive Officers</u>	38
<u>Summary Compensation Table</u>	38
<u>Grants of Plan-Based Awards</u>	39
<u>Outstanding Equity Awards at Fiscal Year-End</u>	40
<u>Option Exercises and Stock Vested</u>	42
<u>Pension Benefits</u>	42
<u>Nonqualified Deferred Compensation</u>	42
<u>Potential Payments Upon Termination or Change of Control</u>	42
<u>Employment Agreements with Executive Officers</u>	45
<u>Indemnification Agreements and Director and Officer Insurance</u>	46
<u>Compensation and Corporate Governance Committee Report</u>	47
<u>Director Compensation</u>	48
<u>Review and Approval of Transactions with Related Persons</u>	50
<u>Transactions with Related Persons</u>	50
<u>Audit Committee Report</u>	62
<u>Stockholder Proposals</u>	63
<u>Advance Notice Procedures</u>	63
<u>Section 16(A) Beneficial Ownership Reporting Compliance</u>	63
<u>Householding</u>	64
<u>10-K Report</u>	64
<u>Appendix A</u>	A-1

**Table of Contents**

**VMWARE, INC.**

**3401 Hillview Avenue**

**Palo Alto, California 94304**

**PROXY STATEMENT**

**INFORMATION CONCERNING SOLICITATION AND VOTING**

**General**

This proxy statement is furnished in connection with the solicitation of proxies of stockholders by the Board of Directors of VMware, Inc., a Delaware corporation ( VMware we, our or us ), for the Annual Meeting of Stockholders of VMware to be held on May 27, 2009 at 8:00 am local time (the Annual Meeting ), and any continuation, postponement or adjournments thereof, for the purposes set forth in this proxy statement and the attached Notice of the Annual Meeting of Stockholders (the Notice of Annual Meeting ). The Annual Meeting will be held at VMware s offices at 3210 Porter Drive, Palo Alto, CA 94304.

**Internet Availability of Proxy Materials**

Under the rules adopted by the U.S. Securities and Exchange Commission ( SEC ), we are furnishing proxy materials to our stockholders on the Internet, rather than mailing printed copies of those materials to each stockholder. If you received a Notice Regarding the Availability of Proxy Materials by mail, you will not receive a printed copy of the proxy materials unless you request one. Instead, the Notice Regarding the Availability of Proxy Materials will instruct you as to how you may access and review the proxy materials on the Internet. The Notice Regarding the Availability of Proxy Materials also instructs you as to how you may access your proxy card to vote on the Internet. If you received a Notice Regarding the Availability of Proxy Materials by mail and would like to receive a printed copy of our proxy materials, please follow the instructions included in the Notice Regarding the Availability of Proxy Materials.

We intend to make this proxy statement available on the Internet and to mail the Notice Regarding the Availability of Proxy Materials to our stockholders on or about April 7, 2009.

**Outstanding Shares**

We have two classes of authorized common stock: Class A common stock and Class B common stock. As of March 30, 2009, the record date for the Annual Meeting, VMware had outstanding and entitled to vote 391,100,011 shares of common stock, of which 91,100,011 shares are Class A common stock and 300,000,000 shares are Class B common stock. EMC Corporation ( EMC ), our parent and controlling stockholder, holds all of the Class B common stock and 29.6% of the Class A common stock. Four members of our Board of Directors Joseph M. Tucci, Michael W. Brown, John R. Egan and David N. Strohm also serve as members of the Board of Directors of EMC. Mr. Tucci, the Chairman of our Board, is also the Chairman, Chief Executive Officer and President of EMC. Additionally, a fifth member of our Board, David I. Goulden, is the Executive Vice President and Chief Financial Officer of EMC.

**Quorum**

In order to conduct any business at the Annual Meeting, a quorum must be present in person or represented by valid proxies. Holders of shares representing a majority of the total outstanding shares of our common stock on March 30, 2009 entitled to vote at the Annual Meeting, represented in person or by proxy, constitute a quorum, except with respect to the election of the Class II, Group I directors nominated for election at the Annual Meeting, for which the holders of a majority of the outstanding shares of our Class B common stock, represented in person or by proxy, constitute a quorum. Abstentions and broker non-votes, defined below, are considered present for purposes of determining the presence of a quorum.



## **Table of Contents**

### **Voting**

Only Class A and Class B common stockholders of record on March 30, 2009 will be entitled to vote at the Annual Meeting.

The Class A common stock and Class B common stock will vote together as a single class on all matters described in the proxy materials for which Class A common stockholder votes are being solicited. The election of the Class II, Group I directors nominated for election at the Annual Meeting will be voted on solely by the Class B common stock. The holders of Class B common stock are entitled to ten votes per share on all matters to be voted on at the Annual Meeting. The holders of Class A common stock are entitled to one vote per share on all matters to be voted on at the Annual Meeting for which Class A common stockholder votes are being solicited. We encourage you to register your vote via the Internet.

Based on its ownership of 83.6% of the outstanding shares of VMware's common stock, as of March 30, 2009 representing 97.9% of the combined voting power of our common stock, EMC has the voting power to adopt and approve all proposals to be voted on at the Annual Meeting.

Your shares may be voted at the Annual Meeting only if you are present in person or represented by a valid proxy. Whether your proxy is submitted via the Internet, by phone or by mail, if it is properly completed and submitted and if you do not revoke it prior to the Annual Meeting, your shares will be voted at the Annual Meeting in the manner set forth in this proxy statement or as otherwise specified by you.

If on March 30, 2009 your shares were held in an account at a bank or brokerage firm or other similar organization, then you are the beneficial owner of shares held in street name and these proxy materials are being forwarded to you by that organization. The organization holding your account is considered the stockholder of record for purposes of voting at the Annual Meeting. If you are a beneficial owner, you have the right to direct your bank, brokerage firm or other agent on how to vote the shares in your account by submitting your vote as described below. You are also invited to attend the Annual Meeting. However, since you are not the stockholder of record, you may not vote your shares in person at the meeting unless you request and obtain a valid proxy from your bank, brokerage firm or other agent.

If the enclosed form of proxy is properly signed and returned or a proxy is voted via the Internet or by telephone, the shares of Class A common stock represented thereby will be voted as specified in the proxy. If you do not specify in the proxy how your shares are to be voted, the shares will be voted as recommended by the Board of Directors: FOR Proposals 2 and 3. If your shares are registered in the name of a bank, brokerage firm or other agent, the bank, brokerage firm or other agent must receive instructions from you about how your shares are to be voted on these proposals. For the ratification of the selection of independent auditors, the bank or brokerage firm that holds your shares may vote your shares in its discretion, even if it does not receive instructions from you on how to vote your shares. For the approval of an amendment to the 2007 Equity and Incentive Plan, the bank, brokerage firm or agent may not vote your shares at all, if it does not receive instructions from you on how to vote your shares; this is known as a broker non-vote.

Under our Bylaws, no business may be brought before a special meeting except as specified in the notice of the special meeting. However, EMC is entitled to propose business to be considered by the stockholders at any meeting of stockholders without compliance with the notice requirements and procedures of our Bylaws. The enclosed proxy gives each of Paul Maritz, our President and Chief Executive Officer, (Thomas) Tod Nielsen, our Chief Operating Officer, and Mark S. Peek, our Senior Vice President and Chief Financial Officer, discretionary authority to vote your shares in accordance with his best judgment with respect to all additional matters that might come before the Annual Meeting, provided that the enclosed form of proxy is properly signed by you.



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**Table of Contents**

**Recommendations of the Board of Directors**

The Board of Directors recommends that our stockholders vote:

**FOR** the Class II, Group I nominees listed under *Election of Directors*, to serve until their successor is elected and qualified (Proposal 1) (only EMC, our Class B common stockholder, can cast votes for this proposal);

**FOR** ratification of the selection by the Audit Committee of the Board of Directors of PricewaterhouseCoopers LLP as VMware's independent auditors for the fiscal year ending December 31, 2009 (Proposal 2); and

**FOR** approval of an amendment to the VMware, Inc. 2007 Equity and Incentive Plan to increase the number of shares available for issuance by 20 million shares (Proposal 3).

**The Board of Directors expects EMC, the sole holder of our Class B common stock, to vote FOR the two Class II, Group I directors listed under Election of Directors at the Annual Meeting, to serve until their successors are elected and qualified.**

**Votes Required to Approve Each Proposal**

***Proposal 1 Election of Class II, Group I Directors***

The two nominees shall be elected by the vote of the majority of the votes of the Class B common stock cast with respect to such nominees at the Annual Meeting. A majority of the votes cast means that the number of votes cast For a nominee must exceed the number of votes cast Against the nominee. Neither abstentions nor broker non-votes will have any effect upon the outcome of voting with respect to this proposal.

***Proposal 2 Ratification of the selection by the Audit Committee of the Board of Directors of PricewaterhouseCoopers LLP as VMware's independent auditors for the fiscal year ending December 31, 2009***

This proposal must receive For votes from the holders of shares of Class A and Class B common stock representing at least a majority of the votes actually present in person or represented by proxy at the Annual Meeting and entitled to vote on the matter. Abstentions will have the effect of a vote Against the proposal. Brokers generally have discretionary authority to vote on the ratification of our independent auditors, thus broker non-votes are generally not expected to result from the vote on Proposal 2.

***Proposal 3 Approval of an amendment to the VMware, Inc. 2007 Equity and Incentive Plan to increase the number of shares available for issuance by 20 million shares***

Under New York Stock Exchange rules, the approval of this amendment to the VMware, Inc. 2007 Equity and Incentive Plan requires an affirmative vote of the majority of the votes cast on the proposal, provided that the total votes cast on the proposal represent over 50% of the voting power of the total outstanding shares of stock, which is referred to as the Outstanding Votes. Votes For and Against and abstentions count as votes cast, while broker non-votes do not count as votes cast but count as Outstanding Votes. Thus, the total sum of votes For, plus votes Against, plus abstentions, which is referred to as the NYSE Votes Cast, must be greater than 50% of the total Outstanding Votes. Further, the number of votes For the proposal must be greater than 50% of the NYSE Votes Cast. Thus, abstentions have the same effect as a vote against the proposal. Brokers do not have discretionary authority to vote shares on this proposal without direction from the beneficial owner. Thus, broker non-votes have a negative effect on our ability to satisfy the requirement that the NYSE Votes Cast represent over 50% of the Outstanding Votes.

## **Table of Contents**

### **Voting Over the Internet or by Telephone**

All Class A common stockholders have three options for submitting their vote prior to the Meeting:

via the Internet at *www.proxyvote.com*;

by phone (please see your proxy card for instructions); or

by requesting, completing and mailing in a paper proxy card, as outlined in the Notice Regarding the Availability of Proxy Materials. If you vote this year's proxy by the Internet, you may also elect to receive future proxy and other materials electronically by following the instructions when you vote. You may vote using the Internet and telephone voting facilities until 11:59 p.m., E.S.T. on May 26, 2009. We encourage you to register your vote via the Internet. If you vote through the Internet, you should be aware that you may incur costs to access the Internet, such as usage charges from telephone companies or Internet service providers, and that these costs must be borne by you. If you vote by Internet or telephone, then you need not return a proxy card by mail. If your shares are held by a bank, broker or other agent, please refer to the instructions they provide for voting your shares.

### **Counting of Votes**

Votes will be counted by the inspector of election appointed by the Board of Directors for the meeting, who will separately count For and Against votes, abstentions and broker non-votes.

### **Changing or Revoking Your Proxy**

You have the right to revoke your proxy at any time before it is voted at the meeting by:

attending the meeting and voting in person; or

sending to our Corporate Secretary at the Legal Department of VMware, Inc. at 3401 Hillview Avenue, Palo Alto, California 94304 a signed written notice of revocation, bearing a later date than the date of the proxy, stating that the proxy is revoked; or

signing and delivering a new proxy, relating to the same shares and bearing a later date than the original proxy.

Please note, as mentioned above, if you are a beneficial owner, and not a holder of record, of shares you may not vote your shares in person at the meeting unless you request and obtain a valid proxy from your bank, brokerage firm or other agent who holds your shares in street name.

If your shares are held by your bank, brokerage firm or other agent as a nominee or agent, you should follow the instructions provided by your bank, brokerage firm or agent.

### **Annual Meeting Admission**

Stockholders who wish to attend the annual meeting will be required to present verification of ownership of VMware common stock, such as a bank or brokerage firm account statement. All stockholders who attend the meeting will be required to present a valid government-issued picture identification, such as a driver's license or passport. Registration will begin at 7:15 a.m.

### **Other Business**

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As of the date of this proxy statement, VMware has no knowledge of any business other than that described in the Notice of Annual Meeting that will be presented for consideration at the Annual Meeting. The deadline

**Table of Contents**

under VMware's Bylaws for stockholders to notify VMware of any director nominations or proposals to be presented at the Annual Meeting, which was February 13, 2009, has passed. If any other business should properly come before the Annual Meeting, the persons appointed by the enclosed form of proxy shall have discretionary authority to vote all such proxies as they shall decide.

A complete list of stockholders entitled to vote at the Annual Meeting will be available for inspection by any stockholder for any purpose germane to the Annual Meeting for 10 days prior to the Annual Meeting during ordinary business hours at our headquarters located at 3401 Hillview Avenue, Palo Alto, California 94304.

**Expenses of the Proxy Solicitation**

The expenses of preparing, printing and assembling the materials used in the solicitation of proxies on behalf of the Board of Directors will be borne by VMware. In addition to the solicitation of proxies by use of the mail, VMware may use the services of certain of its officers and employees (who will receive no compensation therefor in addition to their regular salaries) to solicit proxies personally and by mail, telephone and electronic means from brokerage firms and other stockholders.

**Table of Contents****OUR BOARD OF DIRECTORS AND NOMINEES**

Our Board of Directors is currently composed of eight members. The number of directors constituting our Board of Directors may be set by resolution of the Board of Directors from time to time. However, the Board of Directors may not consist of less than six directors nor more than twelve directors.

The Board of Directors is divided into two groups, Group I and Group II. Holders of Class B common stock, voting separately as a class, are entitled to elect directors representing a minimum of 80% of the total number of the directors constituting our Board of Directors, without vacancies. These directors are Group I directors. Holders of Class A common stock and holders of Class B common stock, voting together as a single class, are entitled to elect the remaining number of directors. These directors are Group II directors.

Our Board of Directors is also divided into three classes, with each class serving for a staggered three-year term. The Board of Directors consists of three Class I directors, two Class II directors and three Class III directors. At each annual meeting of stockholders, a class of directors is elected for a three-year term to succeed the directors of the same class whose terms are then expiring. The initial terms of the Class II directors, Class III directors and Class I directors expire upon the election and qualification of successor directors at the annual meeting of stockholders held during the calendar years 2009, 2010 and 2011, respectively. Paul Maritz was appointed to our Board of Directors as a Group I, Class III director on July 7, 2008, in connection with his appointment as VMware's new President and Chief Executive Officer effective July 7, 2008. Diane Greene, VMware's former President and Chief Executive Officer, resigned from our Board effective August 6, 2008. The following table shows the members of our Board of Directors and the committees, group and class to which they belong:

<b>Director</b>	<b>Audit Committee Member</b>	<b>Compensation and Corporate Governance Committee Member</b>	<b>Mergers and Acquisitions Committee Member</b>	<b>Independent Directors of VMware</b>	<b>Director Group</b>	<b>Director Class</b>
Paul Maritz			ü		Group I	Class III
Joseph M. Tucci			ü		Group I	Class I
Michael W. Brown	ü <sup>(C)</sup>	ü		ü	Group I	Class II
John R. Egan			ü <sup>(C)</sup>		Group I	Class I
David I. Goulden			ü		Group I	Class III
Renee J. James	ü			ü	Group II	Class I
Dennis D. Powell	ü	ü		ü	Group I	Class II
David N. Strohm		ü <sup>(C)</sup>	ü	ü	Group I	Class III

(C) Chair of the committee.

**Directors Standing For Election**

Each of the incumbent Class II directors has been nominated by the Board of Directors for election at the Annual Meeting, and each of them has agreed to stand for election, for an additional three-year term.

Information concerning the nominees is presented below:

**Michael W. Brown****Class II, Group I****Term expires: 2009 Annual Meeting**

Mr. Brown, age 63, has been a director of VMware since April 2007. Mr. Brown is also a member of the Board of Directors of EMC on which he has served since 2005. From August 1994 to July 1997, Mr. Brown served as Vice President and Chief Financial Officer of Microsoft Corporation. He was Vice President, Finance of Microsoft from April 1993 to August 1994. He joined Microsoft in December 1989 and served as Treasurer



## **Table of Contents**

from January 1990 to April 1993. Prior to joining Microsoft, Mr. Brown spent 18 years with Deloitte & Touche LLP in various positions. Mr. Brown is also a director of Administaff, Inc., a professional employer organization providing services such as payroll and benefits administration and Thomas Weisel Partners Group, Inc., an investment banking firm.

### **Dennis D. Powell**

#### **Class II, Group I**

##### **Term expires: 2009 Annual Meeting**

Mr. Powell, age 61, has been a director of VMware since November 2007. Mr. Powell is currently an Executive Advisor at Cisco Systems. He served as Cisco's Chief Financial Officer from May 2003 until his retirement in February 2008. In that position, Mr. Powell served as Cisco's Executive Vice President since August 2007 and its Senior Vice President since May 2003. From June 2002 to May 2003 Mr. Powell served as Cisco's Senior Vice President, Corporate Finance. Prior to that, from January 1997 to June 2002 he served as Cisco's Vice President, Corporate Controller. Mr. Powell is also a director of Applied Materials, Inc., a provider of fabrication services, equipment and software, and Intuit Inc., a provider of business, financial management and tax solutions for small businesses, consumers and accountants.

### **Directors Not Standing For Election**

Information concerning our continuing directors is presented below:

### **Joseph M. Tucci**

#### **Class I, Group I**

##### **Term expires: 2011 Annual Meeting**

Mr. Tucci, age 61, has been Chairman of the Board of Directors of VMware since April 2007. Mr. Tucci has been the Chairman of the Board of Directors of EMC since January 2006 and has been its Chief Executive Officer and a director since January 2001. Mr. Tucci has served as EMC's President since January 2000. He also served as EMC's Chief Operating Officer from January 2000 to January 2001. Prior to joining EMC, Mr. Tucci served as Deputy Chief Executive Officer of Getronics N.V., an information technology services company, from June 1999 through December 1999 and as Chairman of the Board and Chief Executive Officer of Wang Global, an information technology services company, from December 1993 to June 1999, when it was acquired by Getronics N.V. Mr. Tucci joined Wang Global in 1990 as its Executive Vice President, Operations. Mr. Tucci is also a director of Paychex, Inc., a provider of payroll, human resources and benefits outsourcing solutions.

### **John R. Egan**

#### **Class I, Group I**

##### **Term expires: 2011 Annual Meeting**

Mr. Egan, age 51, has been a director of VMware since April 2007. Mr. Egan is also a member of the Board of Directors of EMC on which he has served since May 1992. Mr. Egan has been a managing partner and general partner in Egan-Managed Capital, a venture capital firm, since October 1998. From May 1997 to September 1998, Mr. Egan served as Executive Vice President, Products and Offerings of EMC. From January 1992 to June 1996, he served as Executive Vice President, Sales and Marketing of EMC. He resigned as an executive officer of EMC in September 1998 and as an employee of EMC in July 2002. Mr. Egan is also a director of NetScout Systems, Inc., a provider of network and application performance management solutions.

### **David I. Goulden**

#### **Class III, Group I**

##### **Term expires: 2010 Annual Meeting**

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Mr. Goulden, age 49, has been a director of VMware since April 2007. Mr. Goulden has served as EMC's Executive Vice President and Chief Financial Officer since August 2006. He served as its Executive Vice President,



## **Table of Contents**

Customer Operations from April 2004 to August 2006 and as its Executive Vice President, Customer Solutions and Marketing and New Business Development from November 2003 to April 2004. Mr. Goulden also served as EMC's Executive Vice President, Global Marketing and New Business Development from July 2002 to November 2003. Prior to joining EMC, Mr. Goulden served as a member of the Board of Management, President and Chief Operating Officer for the Americas and Asia Pacific of Getronics N.V., an information technology services company, from April 2000 to July 2002, as President and Chief Operating Officer for the Americas of Getronics N.V. from June 1999 to April 2000 and in a number of executive positions at Wang Global, an information technology services company, from September 1990 to June 1999.

### **Renee J. James**

#### **Class I, Group II**

##### **Term expires: 2011 Annual Meeting**

Ms. James, age 44, has been a director of VMware since September 2007. Ms. James joined Intel in 1987 and has been Vice President and General Manager of the Software and Solutions Group for Intel since 2005. Prior to that Ms. James was Vice President and General Manager of Intel's Microsoft Program Office, from 2000 to 2005 and the Director and Chief Operating Officer of Intel Online Solutions, Intel's internet application hosting business, from 1998 to 2000. Ms. James also served for four years as technical assistant to then-Intel Chairman and Chief Executive Officer Andrew S. Grove.

### **Paul Maritz**

#### **Class III, Group I**

##### **Term expires: 2010 Annual Meeting**

Mr. Maritz, age 54, joined VMware in July 2008 as President and Chief Executive Officer. Prior to joining VMware, he was President of EMC's Cloud Infrastructure and Services Division after EMC acquired Pi in February 2008 where he was the founder and Chief Executive Officer. Before founding Pi, he spent 14 years working at Microsoft, where he served as a member of the five-person Executive Committee that managed the overall company. As Vice President of the Platform Strategy and Developer Group, among other roles, he oversaw the development and marketing of System Software Products (including Windows 95, Windows NT, and Windows 2000), Development Tools (Visual Studio) and Database Products (SQL Server) and the complete Office and Exchange Product Lines. Prior to Microsoft, he spent five years working at Intel as a software and tools developer.

### **David N. Strohm**

#### **Class III, Group I**

##### **Term expires: 2010 Annual Meeting**

Mr. Strohm, age 60, has been a director of VMware since April 2007. Mr. Strohm is also a member of the Board of Directors of EMC on which he has served since October 2003 and as Lead Director since January 2006. Mr. Strohm has been a Venture Partner of Greylock Partners, a venture capital firm, since January 2001 and was a General Partner of Greylock from 1980 to 2001. He is also a General Partner of several partnerships formed by Greylock. Mr. Strohm is also a director of Successfactors, Inc., a provider of human capital management applications.

Ownership interests of our directors or officers in the common stock of EMC, or service as both a director of EMC and VMware, or as a director of VMware and an officer or employee of EMC could create, or appear to create potential conflicts of interest when directors and officers are faced with decisions that could have different implications for us and EMC. In order to address potential conflicts of interest between us and EMC with respect to corporate opportunities, our certificate of incorporation contains provisions regulating and defining the conduct of our affairs as they may involve EMC and its officers and directors, and our powers, right, duties and liabilities and those of our officers, directors and stockholders in connection with our relationship with EMC. Our

## **Table of Contents**

certificate of incorporation also contains provisions limiting the liability of our directors or officers who are also directors or officers of EMC in the event they learn of a transaction that may be a corporate opportunity for both VMware and EMC, provided they comply with the policies set forth in our certificate of incorporation. For more information, see *Transactions with Related Persons - EMC Corporation* below. Additionally, transactions with EMC are subject to review by our Audit Committee pursuant to our policy for the review of transactions with related persons. For more information, see *Review and Approval of Transactions with Related Persons* below.

## **Selection and Nomination of Directors**

Our entire Board of Directors is responsible for nominating members for election to the Board and for filling vacancies on the Board that may occur between annual meetings of the stockholders. The Compensation and Corporate Governance Committee identifies, evaluates and recommends candidates to the entire Board for addition to the Board of Directors. The Compensation and Corporate Governance Committee reviews and assesses the skills and characteristics it believes are or may be required on the Board based on the needs of our business. The Compensation and Corporate Governance Committee will identify director candidates through numerous sources, including recommendations from directors, executive officers and stockholders of VMware. The Compensation and Corporate Governance Committee will identify those individuals most qualified to serve as Board members and will consider many factors with regard to each candidate, including judgment, integrity, diversity, prior experience, the interplay of the candidate's experience with the experience of other Board members, the extent to which the candidate would be desirable as a member of any committees of the Board, and the candidate's willingness to devote substantial time and effort to the Board.

VMware stockholders may recommend individuals to the Board of Directors for consideration as potential director candidates by submitting their names and appropriate background and biographical information to the Compensation and Corporate Governance Committee at VMware Compensation and Corporate Governance Committee, 3401 Hillview Avenue, Palo Alto, California 94304. Assuming that the appropriate information has been timely provided, the Compensation and Corporate Governance Committee will consider these candidates substantially in the same manner as it considers other candidates it identifies.

VMware stockholders also may nominate director candidates by following the advance notice provisions of VMware's Bylaws. For additional information, see *Advance Notice Procedures* below.

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**Table of Contents**

**CORPORATE GOVERNANCE**

Our Class A common stock began trading on the New York Stock Exchange (the "NYSE") on August 14, 2007. For the purposes of the New York Stock Exchange's Corporate Governance Standards (the "NYSE rules"), because more than 50% of the voting power of VMware is held by EMC, VMware is a controlled company. Accordingly, we are exempt from certain NYSE corporate governance requirements and have elected to avail ourselves of these exemptions. In particular, as a controlled company under the NYSE rules, we are exempt from the requirements to:

have a majority of independent directors on our Board; and

have a corporate governance committee and a compensation committee that are each composed entirely of independent directors and each have a charter addressing the committee's purpose and responsibilities.

In light of our position as a controlled company, we have opted to establish a single Compensation and Corporate Governance Committee, instead of a separate Compensation Committee and a Nominating and Governance Committee. However, we have voluntarily caused the Compensation and Corporate Governance Committee to be comprised entirely of independent directors, in compliance with the NYSE rules, although we are not required to maintain the independent composition of this committee.

Our Board of Directors is committed to maintaining strong corporate governance practices. Our Board has adopted Corporate Governance Guidelines to provide a framework for the effective governance of VMware. Our Board reviews the Guidelines at least annually and implements changes as appropriate. At the time of our IPO, our Board adopted written charters for its standing committees (Audit, Compensation and Corporate Governance, and Mergers and Acquisitions), as well as Business Conduct Guidelines applicable to all directors, officers and employees. Information about our corporate governance practices and copies of the Corporate Governance Guidelines, committee charters, and Business Conduct Guidelines, are available on the Investor Relations page of our company website at <http://www.vmware.com>. VMware will provide stockholders with a copy of its Corporate Governance Guidelines, committee charters and Business Conduct Guidelines, without charge, upon written request to our Investor Relations Department, VMware, Inc. 3401 Hillview Avenue, California 94304.

Our Board of Directors has adopted corporate governance practices that the Board believes are in the best interests of VMware and our stockholders as well as compliant with the rules and regulations of the SEC and the listing standards of the NYSE. Highlights include:

Our Board of Directors believes that board membership requires a significant time commitment. As a result, directors may generally not serve on the board of directors of more than three public companies. Our Compensation and Corporate Governance Committee will consider the number of other public company boards on which a director or prospective director is a member. During 2008, the committee reviewed and approved the membership of Michael W. Brown on the board and audit committees of three other public companies in light of Mr. Brown's expertise and value to our company as the Chair of our Audit Committee and an audit committee financial expert.

Any time a director changes his or her job responsibility outside VMware, such director shall promptly tender his or her resignation from the Board of Directors and all Board committees. The Compensation and Corporate Governance Committee shall assess the appropriateness of such director remaining on the Board of Directors and shall recommend to the Board of Directors the action to be taken with respect to such tendered resignation.

We have adopted a majority voting policy for the election of directors. The policy, which is incorporated in our Corporate Governance Guidelines and our Bylaws, requires any director who receives a majority of votes against or withheld in an uncontested election to promptly offer to tender his or her resignation from the Board of Directors and all committees thereof following

## Table of Contents

certification of the stockholder vote. The policy provides that the Compensation and Corporate Governance Committee will assess the appropriateness of such director continuing to serve and recommend to the Board of Directors the action to be taken with respect to such resignation. The Board of Directors will act on the Compensation and Corporate Governance Committee's recommendation and publicly disclose its decision and the rationale behind it within 90 days from the date of certification of the stockholder vote.

Our Board of Directors believes that periodic rotation of members and chairs of its committees is a good corporate governance practice. However, the Board of Directors does not believe that such rotation shall be required, as there may be good reasons to maintain an individual director's committee membership for a longer period. Our Corporate Governance Guidelines require the Compensation and Corporate Governance Committee to review committee assignments annually and, in conjunction with the Chairman of the Board of Directors, make recommendations to the Board of Directors regarding such assignments. The Board of Directors reviews those recommendations and annually appoints the members and chairperson of each committee. Our current committee membership is set forth in this proxy statement under the heading *Board Independence and Committees*.

The Compensation and Corporate Governance Committee shall oversee an annual evaluation process of the Board of Directors and each committee of the Board of Directors as follows:

each director shall annually evaluate the Board of Directors as a whole;

each member of the Audit Committee, Compensation and Corporate Governance Committee, and Mergers and Acquisitions Committee shall annually evaluate the committees on which he or she serves;

each director shall annually prepare an individual self-evaluation; and

the Compensation and Corporate Governance Committee shall report on, and make recommendations to the Board of Directors, with respect to the evaluations.

To enable open communications with stockholders and other interested parties, we provide various means to contact the non-management directors and the Audit Committee (see *Communications with the Board of Directors* and *Communications with the Audit Committee* below). Our Board strives to provide clear, candid and timely responses to any substantive communication from such persons.

In addition to the communications above, our Corporate Governance Guidelines state that it is the Board's policy to provide a response to any stockholder proposal that receives a majority vote.

Our Board believes that director education is integral to board and committee performance and effectiveness. Directors are also expected to participate in continuing educational programs in order to maintain the necessary level of expertise to perform their responsibilities as directors.

Our non-management directors meet in executive session without management at least twice each year. The Chairman acts as presiding director for such executive sessions of the non-management directors. Independent directors meet in executive session at least once each year. The Chairman of the Compensation and Corporate Governance Committee acts as the presiding directors for executive sessions of the independent directors.

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Our Board believes that our non-employee directors should have a meaningful financial stake in VMware. Accordingly, the Compensation and Corporate Governance Committee has established stock ownership guidelines for such directors that require the directors to hold 50% of the net shares acquired from us in compensation for their Board service.

### **Communications with the Board of Directors**

Our Board of Directors provides a process for VMware stockholders and other interested parties to send communications to the Board, including the non-management directors. Any person who desires to contact the

**Table of Contents**

Board, including the non-management directors, may do so by sending an e-mail to [ContactTheBoard@vmware.com](mailto:ContactTheBoard@vmware.com). Under a process approved by the Compensation and Corporate Governance Committee of the Board, VMware's Corporate Secretary reviews all communications received by VMware and addressed to the Board, including the non-management members, and each quarter prepares for the Compensation and Corporate Governance Committee a summary report of all communications and copies of all communications, other than spam, junk mail, mass mailings, product complaints or inquiries, job inquiries, surveys, business solicitations or advertisements, or patently offensive or otherwise inappropriate material. Communications deemed by the Corporate Secretary to be of an urgent nature are reported promptly to the Chair of the Compensation and Corporate Governance Committee. Directors may at any time review a log of all correspondence received by VMware that is addressed to members of the Board and request copies of any correspondence.

**Communications with the Audit Committee**

VMware's Audit Committee also provides a process to send communications directly to the committee about VMware's accounting, internal accounting controls or auditing matters. Any person who desires to contact the Audit Committee regarding such matters may do so by sending an e-mail to [AuditCommitteeChair@vmware.com](mailto:AuditCommitteeChair@vmware.com). Under a policy approved by the Audit Committee, VMware's General Counsel reviews all communications received by VMware relating to accounting, internal accounting controls or auditing matters. Complaints that are deemed to be material in nature are reported promptly to the Chairman or Co-Chairman of the Audit Committee. The General Counsel prepares a periodic summary report of all complaints for the Audit Committee.

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**Table of Contents**

**BOARD INDEPENDENCE AND COMMITTEES**

**Board Independence**

As a controlled company, under the NYSE rules, we are exempt from the requirement to have a majority of independent directors on our Board of Directors. Our Board of Directors has affirmatively determined that each of Michael W. Brown, Renee J. James, Dennis D. Powell and David N. Strohm are independent directors of VMware under the NYSE rules. The Board of Directors considered all facts and circumstances it deemed relevant in making such determinations of independence, including business relationships, as well as the relationships with EMC, Intel and Cisco discussed below:

Mr. Brown is a non-management director of EMC, our parent and controlling stockholder, and as of March 1, 2009 is deemed to beneficially own 50,000 shares of EMC's common stock (of which 20,000 shares are subject to options exercisable within 60 days) representing less than 1% of EMC's common stock.

Ms. James is Vice President and General Manager, Software and Solutions Group of Intel, a company with which we do business on a regular arm's length basis. Ms. James is Intel's designee on our Board, appointed under the terms of the stock purchase agreement between us and Intel Capital, an affiliate of Intel, pursuant to which Intel Capital purchased 9,500,000 shares of our Class A common stock from us. As of December 12, 2008, Intel continued to own approximately 6,143,476 shares of our Class A common stock. This represents 1.57% of the total number, and less than 1% of the total voting power, of all outstanding shares of our common stock, as of March 1, 2009. During 2008, Intel ordered products and/or services from us and we were invoiced for products and/or services from Intel in amounts which in each case constituted less than 1% of the annual revenue of each company. During 2008, we entered into various licensing, technology and marketing partnering agreements relating primarily to furthering the interoperability of our respective technologies. Further discussion of these transactions can be found under *Transactions With Related Persons* below.

Mr. Powell is an Executive Advisor to Cisco, a company with which we do business on a regular, arm's length basis, and who was proposed by Cisco as a potential director in connection with the stock purchase agreement between EMC, Cisco and us, pursuant to which Cisco purchased 6,000,000 shares of our Class A common stock from EMC. At the time of his appointment to our Board, Mr. Powell was Executive Vice President and Chief Financial Officer of Cisco, a position from which he retired in February 2008. In October 2008, Cisco purchased an additional 500,000 shares of our Class A common stock from Intel Capital. The shares held by Cisco represent approximately 1.66% of the total number, and less than 1% of the total voting power, of all outstanding shares of our common stock, as of March 1, 2009. During 2008, Cisco ordered products and/or services from us and we were invoiced for products and/or services from Cisco in amounts which in each case constituted less than 1% of the annual revenues of each company. We also entered into various licensing, technology and marketing partnering agreements relating primarily to furthering the interoperability of our respective technologies. The Board of Directors also considered that following Mr. Powell's retirement from his position as Chief Financial Officer, his continued employment by Cisco as an Executive Advisor, is on an at-will basis on a reduced schedule. Further discussion of these transactions can be found under *Transactions With Related Persons* below.

Mr. Strohm is a non-management director of EMC, our parent and controlling stockholder, and as of March 1, 2009, is deemed to beneficially own 669,176 shares of EMC's common stock (of which 103,200 shares are subject to options exercisable within 60 days) representing less than 1% of EMC's common stock.

The Board of Directors affirmatively concluded that, based on the facts and circumstances, none of these relationships are of a material nature or are of a nature that would preclude such directors from being deemed independent under NYSE rules.

**Table of Contents****Attendance at Board, Committee and Annual Stockholder Meetings**

Our Board of Directors expects that each director will prepare for, attend and participate in all Board of Directors and applicable committee meetings and that each director will ensure that other commitments do not materially interfere with his or her service on the Board of Directors. During the fiscal year ended December 31, 2008, our Board of Directors held 8 meetings. Each director attended at least 75% of the Board of Directors meetings and committee meetings which were held during the period in which he or she was a director of VMware and in which he or she was a member of such committees. VMware's Corporate Governance Guidelines provide that each director is expected to attend the Annual Meeting of Stockholders.

**Committees of the Board**

Our Board of Directors has established three standing committees: the Audit Committee, the Compensation and Corporate Governance Committee and the Mergers and Acquisitions Committee. Each committee operates pursuant to a written charter that is available on the Investor Relations page of our website at <http://www.vmware.com>. The current membership of each committee is listed below.

<b>Audit Committee</b>	<b>Compensation and Corporate Governance Committee</b>	<b>Mergers and Acquisitions Committee</b>
Michael W. Brown <sup>(C)*</sup>	Michael W. Brown*	John R. Egan <sup>(C)</sup>
Renee J. James*	Dennis D. Powell*	David I. Goulden
Dennis D. Powell*	David N. Strohm <sup>(C)*</sup>	Paul Maritz
		David N. Strohm*
		Joseph M. Tucci

(C) Chair of the committee.

\* Independent director under the NYSE rules.

***Audit Committee***

Michael W. Brown (Chair), Renee J. James and Dennis D. Powell were members of the Audit Committee throughout 2008. David I. Goulden served on the Audit Committee through August 12, 2008. We completed our initial public offering ( IPO ) of our Class A common stock in August 2007. As a newly-public company, we were permitted, under the rules and regulations of the SEC and the NYSE rules, to phase in membership of our Audit Committee by independent directors. Under these rules, we were required to have one independent director on the Audit Committee on the effective date of the registration statement relating to our IPO, a majority of independent directors on the Audit Committee 90 days after the effective date, and solely independent directors on the Audit Committee by August 13, 2008, the one-year anniversary of the effective date of our registration statement relating to our IPO. We complied with these requirements, and effective August 12, 2008 our Audit Committee was comprised solely of independent directors within the meaning of the applicable SEC rules and regulations and the NYSE rules. Prior to August 12, 2008, three of the four members of our Audit Committee were independent under the NYSE rules and met the independence criteria applicable to audit committees under the Sarbanes-Oxley Act of 2002 and the SEC's implementing rules thereunder. Mr. Goulden did not meet these independence criteria because he serves as the Executive Vice President and Chief Financial Officer of EMC, our parent company. Effective August 12, 2008 Mr. Goulden resigned from the Audit Committee.

Our Board of Directors has determined that all current Audit Committee members meet the additional, heightened independence criteria of Rule 10A-3 of the SEC applicable to audit committee members. Our Board of Directors has also determined that each of Messrs. Brown and Powell is an audit committee financial expert as defined by the SEC and that all Audit Committee members are financially literate under the current listing standards of the NYSE.

The Audit Committee held 13 meetings in 2008. This committee reviews with management and our auditors, our financial statements, the accounting principles applied in their preparation, the scope of the audit,



## **Table of Contents**

any comments made by our independent auditors on our financial statements and our accounting controls and procedures, the independence of our auditors, our internal controls, our policy pertaining to related person transactions, the other matters as set forth in the Audit Committee charter, as adopted by the Board of Directors, and such other matters as the committee deems appropriate.

Pursuant to the charter adopted at the time of our IPO, the Audit Committee is responsible for the appointment, compensation, retention and oversight of the work of our independent auditors for the purpose of preparing or issuing an audit report or performing other audit, review or attest services for us and pre-approves all such audit, review or attest engagements. The Audit Committee also pre-approves non-audit services to be performed by our independent auditors in accordance with the committee's pre-approval policy.

During 2008, senior members of our financial and legal management participated in each of the Audit Committee's regularly scheduled meetings. During the course of the year, the Audit Committee had separate executive sessions with our chief financial officer and members of his staff and our independent auditor at which candid discussions regarding legal matters, financial reporting, internal controls and accounting systems and processes took place. The Audit Committee discussed with VMware's independent auditors the overall scope and plans for its audit.

The Audit Committee has met, reviewed and discussed our financial statements for the fiscal year ended December 31, 2008 with our management and our independent auditors. The meeting included a discussion of the quality and not just the acceptability of the accounting principles applied, the reasonableness of the significant accounting judgments and estimates, and the clarity of disclosures in the financial statements.

In performing all of these functions, the Audit Committee acts in an oversight capacity. The Audit Committee reviews our quarterly and annual reports on Form 10-Q and Form 10-K prior to filing with the SEC. In its oversight role, the Audit Committee relies on the work and assurances of our management, which has the primary responsibility for establishing and maintaining adequate internal control over financial reporting, and for preparing the financial statements, and of the independent auditors who are engaged to audit and report on our consolidated financial statements, management's assessment of the effectiveness of our internal control over financial reporting and the effectiveness of our internal control over financial reporting.

### ***Compensation and Corporate Governance Committee***

David N. Strohm (Chair) and Michael W. Brown were members of the Compensation and Corporate Governance Committee throughout 2008. Dennis D. Powell joined the Compensation and Corporate Governance Committee on January 18, 2008. The Compensation and Corporate Governance Committee held 15 meetings in 2008. Pursuant to the charter adopted at the time of the IPO, the committee recommends compensation for non-employee directors, evaluates and sets compensation for our executive officers, and monitors all general compensation programs. Subject to the terms of our compensation plans and the consent of the holders of our Class B common stock to the aggregate size of the annual equity award pool pursuant to the terms of our certificate of incorporation, the Compensation and Corporate Governance Committee will have discretion to determine the amount, form, structure and implementation of compensation payable to our executive officers, including, where appropriate, discretion to increase or decrease awards or to award compensation absent the attainment of performance goals and to award discretionary cash compensation outside of the parameters of our compensation plans. The Compensation and Corporate Governance Committee approves transactions under our equity plans and has the authority to administer and interpret the provisions of our equity and other compensation plans. The Compensation and Corporate Governance Committee is also responsible for overseeing and reporting to the Board on succession planning for the Chief Executive Officer and other senior management positions. In exercising such discretion, the Committee will consult with our President and Chief Executive Officer.

Our Compensation and Corporate Governance Committee is also responsible for overseeing and advising the Board of Directors with respect to corporate governance matters, assisting the Board of Directors in

## **Table of Contents**

identifying and recommending qualified candidates for nomination to the Board of Directors, making recommendations to the Board of Directors with respect to assignments to committees of the Board of Directors and overseeing the evaluation of the Board of Directors.

The Committee has engaged an independent consultant, Frederic W. Cook & Co. to advise the Committee on an as needed basis with respect to executive compensation decisions. Frederic W. Cook & Co. reports directly to the Committee and does not provide services to VMware management. More information on the processes and procedures followed by the Compensation and Corporate Governance Committee for the consideration and determination of executive compensation can be found under *Compensation Discussion and Analysis* below.

### ***Mergers and Acquisitions Committee***

The Mergers and Acquisitions Committee held 10 meetings in 2008. Pursuant to the charter adopted at the time of the IPO, this committee reviews and assesses, with VMware management, potential acquisitions, divestitures and investments, and, where appropriate, will make recommendations to the Board of Directors regarding potential target candidates. In connection with such review and assessment, our Mergers and Acquisitions Committee may approve acquisitions, divestitures and investments up to a specified applicable dollar limit and in accordance with any other relevant parameters previously established by the Board of Directors. Our Mergers and Acquisitions Committee also participates, with the Compensation and Corporate Governance Committee, in the preparation and review of the annual performance of the Mergers and Acquisitions Committee.

### **Compensation Committee Interlocks and Insider Participation**

During fiscal 2008, our Compensation and Corporate Governance Committee was comprised of Messrs. Brown, Powell and Strohm.

No executive officer of VMware during 2008 served, or currently serves, as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving on VMware's Board of Directors or VMware's Compensation and Corporate Governance Committee.

**Table of Contents**

**PROPOSAL 1**

**ELECTION OF DIRECTORS**

*THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR THE ELECTION OF  
THE CLASS II, GROUP I NOMINEES LISTED BELOW.*

Class B common stockholders are being asked to elect two Class II directors, both of which are Group I directors, to serve for an additional three-year term. The current Class II directors' term of office expires at the Annual Meeting. The Board of Directors has nominated the two following persons, both incumbent Class II directors, for election as Class II directors at the Annual Meeting:

Michael W. Brown Class II, Group I director (elected by Class B common only)

Dennis D. Powell Class II, Group I director (elected by Class B common only)

Messrs. Brown and Powell must be elected by a majority of the votes of the Class B common stock cast with respect to such nominee at the Annual Meeting.

We expect each nominee for election as a director at the Annual Meeting to be able to accept such nomination. Information about the nominees is provided under the heading *Our Board of Directors and Nominees* above.

Each Class II Director elected at the 2009 Annual Meeting will serve until the 2012 Annual Meeting or special meeting in lieu thereof, and until that director's successor is elected and qualified.

**Table of Contents****PROPOSAL 2****RATIFICATION OF SELECTION OF INDEPENDENT AUDITORS***THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR PROPOSAL 2*

VMware is asking stockholders to ratify the selection by the Audit Committee of the Board of Directors of PricewaterhouseCoopers LLP ( PWC ) as our independent auditors for the fiscal year ending December 31, 2009.

PWC, an independent registered public accounting firm, has served as VMware's independent auditors since December 2002. VMware expects that representatives of PWC will be present at the Annual Meeting and will be given the opportunity to make a statement if they desire to do so and to respond to appropriate questions. PWC is also the independent auditor of EMC, our parent company. We are required by the Master Transaction Agreement we entered into with EMC at the time of our IPO to use our reasonable best efforts to use the same independent registered public accountant selected by EMC until such time as EMC is no longer required to consolidate our results of operations and financial position (determined in accordance with generally accepted accounting principles consistently applied). For further information, see *Transactions with Related Persons Our Relationship with EMC Corporation* below.

This proposal must receive For votes from the holders of shares of Class A and Class B common stock representing at least a majority of the votes actually present in person or represented by proxy at the Annual Meeting and entitled to vote on the matter. Each share of Class A common stock is entitled to one vote and each share of Class B common stock is entitled to ten votes on this proposal.

Although ratification by the stockholders is not required by law, the Board of Directors has determined that it is desirable to request approval of this selection by the stockholders as a matter of good corporate governance. In the event the stockholders fail to ratify the appointment of PWC, the Audit Committee will consider this factor when making any determinations regarding PWC.

**Pre-Approval of Audit and Non-Audit Services**

During 2008, the Audit Committee pre-approved all audit, review and attest services performed by PWC.

In accordance with the Audit Committee's pre-approval policy, the Audit Committee pre-approves all permissible non-audit services and all audit, review or attest engagements. The Audit Committee has delegated to its Chairman the authority to pre-approve any specific non-audit service which was not previously pre-approved by the Audit Committee, provided that any decisions of the Chair to pre-approve non-audit services shall be presented to the Audit Committee at its next scheduled meeting. During 2008, the Audit Committee pre-approved all non-audit services in accordance with the policy set forth above.

For the fiscal years ended December 31, 2008 and December 31, 2007, fees for services provided by PWC, were as follows:

	Audit Fees <sup>(1)</sup> (\$)	Audit Related Fees <sup>(2)</sup> (\$)	Tax Fees <sup>(3)</sup> (\$)	All Other Fees <sup>(4)</sup> (\$)
2008	\$ 4,470,867	\$ 96,328	\$ 25,543	\$ 4,230
2007	5,810,369 <sup>(5)</sup>		43,424	2,518

- (1) Includes fees in connection with audit of our financial statements and internal control over financial reporting, review of interim financial statements included in our quarterly reports on Form 10-Q and other professional services provided in connection with statutory and regulatory filings or engagements.

**Table of Contents**

- (2) Includes fees in connection with acquisition-related support and other technical, financial reporting and compliance services.
- (3) Includes fees in connection with tax compliance and tax consulting services.
- (4) Includes fees principally for subscriptions to PWC's web-based research program, training courses and conferences.
- (5) Includes audit fees of approximately \$2.9 million in connection with our IPO.

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**Table of Contents**

**PROPOSAL 3**

**APPROVAL OF AN AMENDMENT TO THE VMWARE, INC. 2007 EQUITY AND INCENTIVE PLAN**

*THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR PROPOSAL 3*

Stockholders are being asked to approve an amendment to the VMware, Inc. 2007 Equity and Incentive Plan (the "2007 Plan"). On February 4, 2009, our Board of Directors approved an amendment to the 2007 Plan, which, subject to stockholder approval, increases the number of shares that may be issued under the 2007 Plan by 20 million (20,000,000) shares. The amendment raises the maximum number of shares that may become issuable under the 2007 Plan to 100 million (100,000,000) shares. All other provisions of the 2007 Plan will remain in full force and effect. As of March 1, 2009, there were 20,581,479 shares remaining available for issuance under the 2007 Plan.

The purpose of the amendment to the 2007 Plan is to increase the number of shares that may be issued as equity awards to our employees, consultants and non-employee directors to further attract, motivate and retain such persons and to provide compensation opportunities to reward superior performance. We believe that equity is a key element of our compensation package and that equity awards encourage employee loyalty and align employee interests directly with those of our stockholders. The increase in the number of shares that may be issued under the 2007 Plan is the sole effect of the proposed amendment.

Our stockholders are being asked to approve the proposed amendment to the 2007 Plan increasing the number of shares that may be issued under the 2007 Plan. The principal features of the 2007 Plan, as proposed to be amended, are summarized below for the convenience and information of our stockholders. The 2007 Plan, as proposed to be amended, is attached hereto as Appendix A. This summary is qualified in its entirety by reference to the 2007 Plan and the proposed amendment to the 2007 Plan.

**Summary of the 2007 Equity and Incentive Plan**

Awards under the 2007 Plan may be in the form of stock options (either incentive stock options or non-qualified stock options) or other stock-based awards, including awards of restricted stock, restricted stock units and stock appreciation rights. The plan also provides for the grant of cash-based awards. Eighty million (80,000,000) shares of our Class A common stock were originally reserved for issuance under the 2007 Plan. As of March 1, 2009, an aggregate of 48,755,359 shares of Class A common stock were issuable pursuant to outstanding equity awards granted under the 2007 Plan and an aggregate of 20,581,479 shares of Class A common stock were available for future grant under such plan. The effect of the amendment to the 2007 Plan is to increase the number of shares available for future awards under the 2007 Plan by 20 million (20,000,000) shares.

Substantially all of our employees, non-employee directors and consultants are eligible to participate in the 2007 Plan. As of December 31, 2008, there were approximately 6,700 VMware people worldwide, including employees and non-employee directors eligible to receive awards under the 2007 Plan.

The following principal types of awards are available under the plan:

**Stock Options.** Stock options represent the right to purchase shares of our Class A common stock within a specified period of time at a specified price. The exercise price for a stock option will be not less than 100% of the fair market value of the common stock on the date of grant. Stock options will have a maximum term of ten years from the date of grant. Stock options granted may include those intended to be incentive stock options within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). Stock options awarded under the 2007 Plan may vest as determined by the Compensation and Corporate Governance Committee. Stock options are assigned an exercise price equal to the closing trading price of our Class A common stock on the grant date. The terms of grants made to employees generally provide for vesting as to 25%

**Table of Contents**

of the stock options on the first anniversary of the grant date and the remaining 75% of the stock options in equal monthly installments thereafter over three years. Employee stock options generally have a term of six years. Grants made to our non-employee directors in June 2007 prior to our IPO provided for immediate exercisability subject to continued vesting as to one-third of the underlying award on each of the first three anniversaries of the grant date. Any unvested shares obtained in connection with the exercise of an unvested option are subject to a right of repurchase by us. In January 2008, our Board of Directors approved guidelines for grants to non-employee directors that provide for stock option grants upon a non-employee director's commencement of service to vest in two annual installments on the anniversary of the director's initial election to our Board and grants to continuing directors to vest in quarterly installments over one year. Such option grants generally have a seven-year term. In the future, our Compensation and Corporate Governance Committee and our Board may revise its policies with respect to option grants from time to time.

**Restricted Stock and Restricted Stock Units.** Restricted stock is a share of our Class A common stock that is subject to a risk of forfeiture or other restrictions that will lapse subject to the recipient's continued employment or the attainment of performance goals or other events. Restricted stock units (RSUs) represent the right to receive shares of our Class A common stock in the future, with the right to future delivery of the shares also subject to the recipient's continued employment or the attainment of performance goals or other events. We grant RSUs to employees and the guidelines adopted by our Board of Directors for grants to our non-employee directors provides for RSU grants in addition to the stock option grants discussed above. Vesting requirements of restricted stock and RSUs vary and are established by our Compensation and Corporate Governance Committee.

**Stock Appreciation Rights.** Stock appreciation rights entitle the holder upon exercise to receive shares of our Class A common stock having a value equal to the excess of (i) the value of the number of shares with respect to which the right is being exercised (which value is based on fair market value at the time of such exercise) over (ii) the exercise or base price applicable to such shares. The exercise price for a stock appreciation right will be not less than 100% of the fair market value of our Class A common stock on the date of grant.

**Other Stock-Based or Cash-Based Awards.** Our Compensation and Corporate Governance Committee is authorized to grant awards in the form of other stock-based awards or other cash-based awards, as deemed to be consistent with the purposes of the 2007 Plan. The maximum value of the aggregate payment to any Covered Employee (defined below) with respect to cash-based awards under the 2007 Plan in respect of an annual performance period is \$5,000,000.

**Performance Based Awards.** The Compensation and Corporate Governance Committee may grant awards under the 2007 Plan subject to the satisfaction of performance goals. The committee may designate employees as participants whose compensation for a given fiscal year may be subject to the limit on deductible compensation imposed by Section 162(m) of the Code. In the case of awards intended to qualify for exemption under Section 162(m) of the Code, the Compensation and Corporate Governance Committee will use one or more objectively determinable performance goals that relate to one or more performance criteria and will administer the awards in accordance with the applicable requirements of Section 162(m) of the Code. The performance criteria available under the 2007 Plan may consist of any or any combination of the following areas of performance: (i) earnings including operating income, earnings before or after taxes, earnings before or after interest, depreciation, amortization, or extraordinary or special items or book value per share (which may exclude nonrecurring items); (ii) pre-tax income or after-tax income; (iii) earnings per common share (basic or diluted); (iv) operating profit; (v) revenue, revenue growth or rate of revenue growth; (vi) return on assets (gross or net), return on investment, return on capital, or return on equity; (vii) returns on sales or revenues; (viii) operating expenses; (ix) stock price appreciation; (x) cash flow, free cash flow, cash flow return on investment (discounted or otherwise), net cash provided by operations, or cash flow in excess of cost of capital; (xi) implementation or completion of critical projects or processes; (xii) economic value created; (xiii) cumulative earnings per share growth; (xiv) operating margin or profit margin; (xv) common stock price or total stockholder return; (xvi) cost targets, reductions and savings, productivity and efficiencies; (xvii) strategic business criteria, consisting of one or more objectives based on meeting specified market penetration, geographic business expansion, customer

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**Table of Contents**

satisfaction, employee satisfaction, human resources management, supervision of litigation, information technology, and goals relating to acquisitions, divestitures, joint ventures and similar transactions, and budget comparisons; (xviii) personal professional objectives, including any of the foregoing performance goals, the implementation of policies and plans, the negotiation of transactions, the development of long term business goals, formation of joint ventures, research or development collaborations, and the completion of other corporate transactions; and (xix) any combination of, or a specified increase in, any of the foregoing. Where applicable, the performance goals may be expressed in terms of attaining a specified level of the particular criteria or the attainment of a percentage increase or decrease in the particular criteria, and may be applied to one or more of VMware, a subsidiary or affiliate, or a division or strategic business unit, or may be applied to the performance of VMware relative to a market index, a group of other companies or a combination thereof, all as determined by the Compensation and Corporate Governance Committee. The performance goals may include a threshold level of performance below which no payment will be made (or no vesting will occur), levels of performance at which specified payments will be made (or specified vesting will occur) and a maximum level of performance above which no additional payment will be made (or at which full vesting will occur). To the extent applicable, each of the performance goals shall be determined in accordance with generally accepted accounting principles. Each of the performance goals shall be subject to certification by the Compensation and Corporate Governance Committee; provided that, to the extent an award is intended to satisfy the performance-based compensation exception to the limits of Section 162(m) of the Code and then to the extent consistent with such exception, the Compensation and Corporate Governance Committee shall have the authority to make equitable adjustments to the performance goals in recognition of unusual or non-recurring events affecting VMware or any subsidiary or affiliate or the financial statements of VMware or any subsidiary or affiliate, in response to changes in applicable laws or regulations, or to account for items of gain, loss or expense determined to be extraordinary or unusual in nature or infrequent in occurrence or related to the disposal of a segment of a business or related to a change in accounting principles. The Compensation and Corporate Governance Committee will determine whether the performance goals for a performance award have been met.

The maximum aggregate payment which any Covered Employee (defined below) may receive pursuant to a cash-based award will be \$5,000,000 in any annual performance period, and for any performance period in excess of one year, such amount multiplied by a fraction, the numerator of which is the number of months in the performance period and the denominator of which is twelve. Currently, our chief executive officer and our three other highest compensated officers (other than our principal financial officer) are considered Covered Employees under Section 162(m). With respect to a performance-based award made to a Covered Employee that is intended to be deductible pursuant to Section 162(m) of the Code, no payment shall be made prior to certification by the Compensation and Corporate Governance Committee that the performance goals have been attained. The Compensation and Corporate Governance Committee may, in certain circumstances, exercise its discretion to reduce the amount of the performance-based award.

The maximum number of shares reserved for the grant or settlement of awards under the 2007 Plan, as amended by the proposed amendment will be 100 million (100,000,000) shares, and not more than 3 million (3,000,000) shares may be granted to any plan participant under the 2007 Plan in any twelve-month period, subject in each case to adjustment in the event of an extraordinary dividend or other distribution, recapitalization, stock split, reverse split, reorganization, merger, consolidation, spin-off, combination, repurchase or share exchange or other similar corporate transaction. Any shares subject to awards which are cancelled, forfeited or otherwise terminated or satisfied without the issuance of shares will again be available for grants under the 2007 Plan.

Our Compensation and Corporate Governance Committee administers the 2007 Plan. The Compensation and Corporate Governance Committee has the ability to: select individuals to receive awards; select the types of awards to be granted; determine the terms and conditions of the awards, including the number of shares, the purchase price of the awards, and restrictions and performance goals relating to any award; establish the time when the awards and/or restrictions become exercisable, vest or lapse; determine whether options will be incentive stock options; determine whether and to what extent an award may be settled, cancelled, forfeited,



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## **Table of Contents**

accelerated (including upon a change in control), exchanged or surrendered; and make all other determinations deemed necessary or advisable for the administration of the plan. The Compensation and Corporate Governance Committee may grant awards which, in the event of a change in control of VMware or other events specified by the Committee, become fully vested and exercisable. Moreover, the event of any extraordinary dividend or other extraordinary distribution (whether in the form of cash, stock, or other property), recapitalization, stock split, reverse split, reorganization, merger, consolidation, spin-off, combination, repurchase, or share exchange, or other similar corporate transaction, the Compensation and Corporate Governance Committee shall make such equitable changes or adjustments as necessary or appropriate to any or all of (i) the number and kind of shares of stock or other property (including cash) that may thereafter be issued in connection with awards or the total number of awards issuable under the plan, (ii) the number and kind of shares of stock or other property issued or issuable in respect of outstanding awards, (iii) the exercise price, grant price or purchase price relating to any award, (iv) the performance goals and (v) the individual limitations applicable to awards; provided that, with respect to ISOs, any adjustment shall be made in accordance with the provisions of Section 424(h) of the Code, and provided further that no such adjustment shall cause any award which is or becomes subject to Section 409A of the Code to fail to comply with the requirements of such section. Our Compensation and Corporate Governance Committee may also make such modifications to the plan and/or the awards granted thereunder as necessary in order to conform with the laws and regulations of jurisdictions outside of the United States.

The 2007 Plan allows us to cancel outstanding awards or clawback the value of awards realized if officers or other senior employees engage in activity detrimental to VMware.

Under the 2007 Plan, awards are generally non-transferable other than by will or by the laws of descent and distribution. However, our Compensation and Corporate Governance Committee in its sole discretion may grant transferable nonqualified stock options that upon becoming fully vested and exercisable may be transferred to a third-party pursuant to an auction process approved or established by VMware.

Our Board of Directors may amend, alter or discontinue the 2007 Plan, but no amendment, alteration or discontinuation will be made that would impair the rights of a participant under any award granted without such participant's consent or that would increase the total number of shares reserved under the plan (other than pursuant to the adjustment provisions summarized above). In addition, stockholder approval may be required with respect to certain amendments, due to stock exchange rules or requirements of applicable law. The 2007 Plan, unless sooner terminated by our Board of Directors, will remain in effect through the tenth anniversary of its adoption.

### **U.S. Federal Income Tax Consequences**

***Incentive Stock Options.*** In general, neither the grant nor the exercise of an incentive stock option granted under the 2007 Plan will result in taxable income to the option holder or a deduction to us. If the option holder does not dispose of stock received upon exercise of an incentive stock option within two years after the date the option is granted and within one year after the date of exercise, any later sale of such stock will result in a capital gain or loss (and we are not entitled to a corresponding deduction).

If stock received upon the exercise of an incentive stock option is disposed of before the holding period requirements described above have been satisfied, the option holder will generally realize ordinary income at the time of disposition. The amount of such ordinary income will generally be equal to the difference between the fair market value of our Class A common stock on the date of exercise and the exercise price. In the case of a disqualifying disposition in which a loss (if sustained) would be recognized, then the amount of ordinary income will not exceed the excess of the amount realized on the sale over the adjusted basis of the stock, that is, in general, the price paid for the stock. We will generally be entitled to a deduction for Federal income tax purposes equal to the amount of ordinary income realized by the option holder, subject to any necessary withholding and reporting requirements.

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**Table of Contents**

Certain option holders exercising incentive stock options may become subject to the alternative minimum tax, under which the difference between (i) the fair market value of stock purchased under incentive stock options, determined on the date of exercise, and (ii) the exercise price, will be an item of tax preference in the year of exercise for purposes of the alternative minimum tax.

***Non-Qualified Stock Options.*** Options granted under the 2007 Plan which are not incentive stock options are non-qualified options. No income results upon the grant of a non-qualified option. When an option holder exercises a non-qualified option, he or she will realize ordinary income subject to withholding. Generally, such income will be realized at the time of exercise and in an amount equal to the excess, measured at the time of exercise, of the then fair market value of our Class A common stock over the option price. We will generally be entitled to a deduction for Federal income tax purposes equal to the amount of ordinary income realized by the option holder, subject to certain withholding and reporting requirements.

***Restricted Stock.*** Generally, restricted stock is not taxable to a participant at the time of grant, but instead is included in ordinary income (at its then fair market value) when the restrictions lapse. A participant may elect to recognize income at the time of grant, in which case the fair market value of our Class A common stock at the time of grant is included in ordinary income and there is no further income recognition when the restrictions lapse. We are generally entitled to a tax deduction in an amount equal to the ordinary income recognized by the participant.

***Restricted Stock Units.*** Generally, the participant will not be subject to tax upon the grant of an award of restricted stock units but will recognize ordinary income in an amount equal to the fair market value of any shares received on the date of delivery of the underlying shares of our Class A common stock. We will generally be entitled to a corresponding tax deduction.

***Stock Appreciation Rights.*** Generally, the participant will not be subject to tax upon the grant of a stock appreciation right. However, upon the receipt of shares pursuant to the exercise of a stock appreciation right, the participant, generally, will recognize ordinary income in an amount equal to the fair market value of the shares received. The ordinary income recognized with respect to the receipt of shares upon exercise of stock appreciation rights will be subject to any necessary withholding and reporting requirements. Generally, we will not be entitled to a tax deduction upon the grant or termination of stock appreciation rights. However, we will, generally, be entitled to a deduction for Federal income tax purposes equal to the amount of ordinary income realized by the participant.

***Section 162(m).*** Section 162(m) of the Code limits to \$1 million the deduction a public company may claim in any year for compensation to any of certain key officers. There are a number of exceptions to this deduction limitation, including an exception for qualifying performance-based compensation. It is intended that awards under the plan may be eligible for this performance-based exception.

***Section 409A.*** Section 409A of the Code, which is generally effective as of January 1, 2005, makes important changes to the tax treatment of nonqualified deferred compensation. Awards held by employees that are subject to but fail to comply with Section 409A are subject to a penalty tax of 20% in addition to ordinary income tax, as well as to interest charges. In addition, the failure to comply with Section 409A may result in an acceleration of the timing of income inclusion in respect of awards for income tax purposes. Awards granted under the 2007 Plan are intended to be exempt from the rules of Section 409A and will be administered accordingly. The Compensation and Corporate Governance Committee intends to administer any award resulting in a deferral of compensation subject to Section 409A consistent with the requirements of Section 409A to the maximum extent possible, as determined by the Compensation and Corporate Governance Committee.

This summary is not a complete description of the U.S. Federal income tax aspects of the 2007 Plan. Moreover, this summary relates only to Federal income taxes; there may also be Federal estate and gift tax consequences associated with the 2007 Plan, as well as foreign, state and local tax consequences.

## **Table of Contents**

### **New Incentive Plan Benefits**

The future benefits or amounts that could be received under the 2007 Plan are discretionary and are therefore not determinable at this time. The following Named Executive Officers received grants of options and restricted stock units relating to the number of the shares listed after his or her name during the fiscal year ending December 31, 2008: Paul Maritz 1,000,000 options; Carl M. Eschenbach 100,000 RSUs; Rashmi Garde 10,000 RSUs. During that same period, all current executive officers as a group were granted an aggregate of 1,000,000 options and 110,000 RSUs and all directors who are not executive officers, as a group, were granted 36,000 options and 10,000 RSUs. During that same period, all employees, including all current officers who are not executive officers, as a group were granted 10,580,635 options and 6,509,256 RSUs. Please also see the table below which sets forth the equity incentive awards that have been issued under the 2007 Plan through March 1, 2009.

### **Stockholder Approval**

NYSE rules require that we obtain stockholder approval for any material amendment to the 2007 Plan, including an amendment to increase the number of shares available for future awards under the plan.

**Under NYSE rules, the approval of the amendment to the VMware, Inc. 2007 Plan requires an affirmative vote of the majority of the votes cast on the proposal, provided that the total votes cast on the proposal represent over 50% of the voting power of the total outstanding shares of stock, which is referred to as the Outstanding Votes. Votes For and Against and abstentions count as votes cast, while broker non-votes do not count as votes cast but count as Outstanding Votes. Thus, the total sum of votes For, plus votes Against, plus abstentions, which is referred to as the NYSE Votes Cast, must be greater than 50% of the total Outstanding Votes. Further, the number of votes For the proposal must be greater than 50% of the NYSE Votes Cast. Thus, abstentions have the same effect as a vote against the proposal. Brokers do not have discretionary authority to vote shares on this proposal without direction from the beneficial owner. Thus, broker non-votes have a negative effect on our ability to satisfy the requirement that the NYSE Votes Cast represent over 50% of the Outstanding Votes.**

Each share of Class A common stock is entitled to one vote and each share of Class B common stock is entitled ten votes on this matter.

**Table of Contents**

The table below shows, as to the Named Executive Officers and the other individuals and groups indicated, the number of shares of Class A common stock subject to stock-based awards issued under the 2007 Plan through March 1, 2009. As detailed below, amounts shown include shares issued pursuant to the exchange of EMC stock-based awards for VMware stock-based awards conducted in conjunction with our IPO (the Exchange Offer). The closing trading price of our Class A common stock as reported on the NYSE on February 27, 2009, the last trading date prior to March 1, 2009, was \$20.76 per share. For further information, see *Compensation of Executive Officers Outstanding Equity Awards at Fiscal Year-End* below.

Name and Position	Number of Shares Underlying Options Granted Under the Plan	Number of Shares Subject to Restricted Stock or Restricted Stock Units Granted Under the Plan
Paul Maritz, President, Chief Executive Officer and Director	1,000,000	0
Mark S. Peek, Senior Vice President and Chief Financial Officer	250,000	433,216
Carl M. Eschenbach, Executive Vice-President of Worldwide Field Operations	423,389 <sup>(1)</sup>	150,964 <sup>(2)</sup>
Rashmi Garde, Vice President and General Counsel	200,000	10,000
Diane B. Greene, President, Chief Executive Officer and Director (former)	1,795,054 <sup>(3)</sup>	113,030 <sup>(4)</sup>
Dev (Richard) Sarwal, Executive Vice President, R&D (former)	100,000	125,000
All current executive officers as a group	2,273,389 <sup>(5)</sup>	794,180 <sup>(6)</sup>
All non-employee directors as a group	156,000	10,000
Michael W. Brown, a nominee for director	46,000	2,000
Dennis D. Powell, a nominee for director	18,000	4,000
Each associate of any non-employee directors, executive officers or nominees	0	0
Each other person who received or is to receive five percent of awards under the 2007 Plan	0	0
All current and former employees, excluding current executive officers, as a group	56,353,651 <sup>(7)</sup>	9,665,257 <sup>(8)</sup>

- (1) Includes 73,389 shares underlying options issued in exchange for EMC stock options pursuant to the Exchange Offer.
- (2) Includes 50,964 shares underlying restricted stock awards issued in exchange for EMC restricted stock awards pursuant to the Exchange Offer.
- (3) Includes 795,054 shares underlying options issued in exchange for EMC stock options pursuant to the Exchange Offer.
- (4) Includes 28,030 shares subject to restricted stock awards issued in exchange for EMC restricted stock awards pursuant to the Exchange Offer.
- (5) Includes 73,389 shares underlying options issued in exchange for EMC stock options pursuant to the Exchange Offer.
- (6) Includes 50,964 shares underlying restricted stock awards issued in exchange for EMC restricted stock awards pursuant to the Exchange Offer.
- (7) Includes 5,808,069 shares underlying options issued in exchange for EMC stock options pursuant to the Exchange Offer. Includes 9,266,709 shares that have been forfeited and are no longer outstanding as of March 1, 2009.
- (8) Includes 2,786,610 shares underlying restricted stock awards issued in exchange for EMC restricted stock awards pursuant to the Exchange Offer. Includes 567,247 shares that have been forfeited and are no longer outstanding as of March 1, 2009.

**Table of Contents****EQUITY COMPENSATION PLAN INFORMATION**

The following table sets forth certain information regarding VMware's equity compensation plans as of December 31, 2008. Our equity compensation plans include our 2007 Plan and our 2007 Employee Stock Purchase Plan. Only shares of Class A common stock may be issued under these plans.

Plan Category	Number Of Securities To Be Issued Upon Exercise Of Outstanding Options, Warrants And Rights (a)	Weighted- Average Exercise Price Per Share Of Outstanding Options, Warrants And Rights (b)	Number Of Securities Remaining Available For Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected In Column (a)) (c)
Equity compensation plans approved by security holders	48,986,254 <sup>(1)</sup>	\$ 26.62 <sup>(2)</sup>	26,016,077 <sup>(3)</sup>
Equity compensation plans not approved by security holders			
<b>Total:</b>	<b>48,986,254</b>	<b>\$ 26.62</b>	<b>26,016,077</b>

- (1) Represents 42,278,902 shares to be issued upon exercise of outstanding options and 6,707,352 shares of Class A common stock subject to outstanding RSUs under our 2007 Plan. Includes 4,436,934 shares issuable upon exercise of VMware stock options issued in exchange for EMC stock options pursuant to the exchange offer conducted in conjunction with our IPO which was effective on August 13, 2007. All such shares subject to VMware stock options will be issued from the 2007 Plan. Excludes shares assumed under the B-Hive Networks, Inc. 2006 Israeli Stock Option Plan (the "B-Hive 102 Plan"), the B-Hive Networks, Inc. 2006 Israeli 3(i) Stock Option Plan (the "B-Hive 3(i) Plan") and the B-Hive Networks, Inc. 2007 Stock Option and Incentive Plan (the "B-Hive US Plan") in connection with our acquisition of B-hive Networks, Inc. on July 1, 2008. While the B-hive plans will continue to govern the existing options granted thereunder, the plans were terminated in connection with the acquisition as to any future awards. As of December 31, 2008, (i) options for 92,769 shares of our common stock were outstanding under the B-Hive 102 Plan with a weighted-average exercise price of \$5.16; (ii) options for 62,825 shares of our common stock were outstanding under the B-Hive 3(i) Plan with a weighted-average exercise price of \$3.39; and (iii) options for 1,841 shares of our common stock were outstanding under the B-Hive US Plan with a weighted-average exercise price of \$1.49.
- (2) Represents the weighted-average exercise price of outstanding options under our 2007 Plan and is calculated without taking into account the 6,707,352 shares of Class A common stock subject to outstanding RSUs that become issuable as those units vest, without any cash consideration or other payment required for such shares.
- (3) Represents the number of securities remaining available for issuance under our 2007 Plan and the 2007 Employee Stock Purchase Plan. The amount shown does not include shares of our common stock available for issuance under the 2007 Plan proposed for approval by our stockholders at the annual meeting under Proposal 3 of this proxy statement. If approved, the aggregate number of shares of our common stock available for issuance under the 2007 Plan will be increased by twenty million (20,000,000) shares.

**Table of Contents****SECURITY OWNERSHIP OF CERTAIN BENEFICIAL****OWNERS AND MANAGEMENT**

The following table sets forth information, as of March 1, 2009, about the beneficial ownership of Class A common stock and Class B common stock by (i) EMC, (ii) each person who is known by us to own beneficially more than 5% of either class of our common stock, (iii) each of our directors and nominees for director, (iv) each of the Named Executive Officers (as defined below) and (v) by all directors and executive officers of VMware as a group.

Applicable percentage ownership is based on 90,653,881 shares of Class A common stock and 300,000,000 shares of Class B common stock outstanding at March 1, 2009. In computing the number of shares of common stock beneficially owned by a person and the percentage ownership of that person, we deemed outstanding shares of common stock subject to options, warrants, rights or conversion privileges held by that person that are currently exercisable or exercisable within 60 days of March 1, 2009. We did not deem these shares outstanding, however, for the purpose of computing the percentage ownership of any other person.

Only EMC, its successor-in-interest or its majority-owned or controlled subsidiaries may hold shares of Class B common stock unless and until such time as EMC distributes its shares of Class B common stock in a distribution under section 355 of the Code, following which distribution the Class B common stock may be held by EMC, the distributees and their transferees. The rights of the holders of Class A and Class B common stock are identical, except with respect to voting, the election of directors, conversion, certain actions that require the consent of holders of Class B common stock and other protective provisions as set forth in our certificate of incorporation. Each share of Class B common stock is convertible into one share of Class A common stock at any time, at EMC's election. However, if EMC distributes its shares of Class B common stock in a distribution under section 355 of the Code, such right to convert Class B common stock into Class A common stock will terminate upon such distribution.

Name of Beneficial Owner	Number of Class B Shares Beneficially Owned <sup>(1)</sup>	Percent of Outstanding Class B Shares	Percentage of Total Vote <sup>(2)</sup>
<b>5% Beneficial Owners</b>			
EMC Corporation 176 South Street, Hopkinton, MA 01748	300,000,000	100.00%	97.07%
<b>5% Beneficial Owners</b>			
EMC Corporation	27,000,000 <sup>(3)</sup>	29.78%	**
UBS AG <sup>(4)</sup> Bahnhofstrasse 45, PO Box CH-8021 Zurich, Switzerland	14,433,983	15.92%	**
Fidelity Management & Research Company <sup>(5)</sup> 82 Devonshire Street, Boston, MA 02109	8,997,740	9.93%	**
Cisco Systems International B.V. <sup>(6)</sup> Haarlerbergpark Haarlerbergweg 13-19 1101 CH Amsterdam The Netherlands	6,500,000	7.17%	**
Intel Corporation <sup>(7)</sup> 2200 Mission College Blvd., Santa Clara, CA 95052	6,143,476	6.78%	**

**Table of Contents**

Name of Beneficial Owner	Number of Class A Shares Beneficially Owned <sup>(1)</sup>	Percent of Outstanding Class A Share	Percentage of Total Vote <sup>(2)</sup>
<b>Directors and Named Executive Officers</b>			
Michael W. Brown <sup>*(8)</sup>	46,000	**	**
John R. Egan <sup>(9)</sup>	46,000	**	**
Carl M. Eschenbach <sup>(10)</sup>	105,226	**	**
Rashmi Garde <sup>(11)</sup>	29,471	**	**
David I. Goulden <sup>(12)</sup>	0	**	**
Diane B. Greene <sup>(13)</sup>	845,629	**	**
Renee J. James	0	**	**
Paul Maritz <sup>(14)</sup>	0	**	**
Mark S. Peek <sup>(15)</sup>	194,835	**	**
Dennis D. Powell <sup>(16)*</sup>	13,000	**	**
Dev (Richard) Sarwal <sup>(17)</sup>	0	**	**
David N. Strohm <sup>(18)</sup>	46,000	**	**
Joseph M. Tucci <sup>(19)</sup>	0	**	**
All directors and executive officers as a group (12 persons) <sup>(20)</sup>	480,532	**	**

\* Nominee for director

\*\* Less than 1%

The address of all persons listed above, other than EMC, UBS, Intel, Cisco and Fidelity Management & Research Company is c/o VMware, Inc., 3401 Hillview Avenue, Palo Alto, California 94304.

- (1) All amounts shown in this column include shares obtainable upon exercise of stock options currently exercisable or exercisable within 60 days of the date of this table. In addition to the amounts shown, each share of Class B common stock may be converted to one share of Class A common stock upon election of the holder.
- (2) Percentage of total voting power represents voting power with respect to all shares of our Class A common stock and Class B common stock, as a single class, calculated on the basis of 10 votes per share of Class B common stock and one vote per share of Class A common stock. Each holder of Class B common stock is entitled to 10 votes per share of Class B common stock and each holder of Class A common stock is entitled to one vote per share of Class A common stock on all matters submitted to our stockholders for a vote, with the exception of the election of Group II directors, in which Class A and Class B shares are each entitled to one vote per share.
- (3) Does not include 300,000,000 shares of Class A common stock issuable upon conversion of the shares of Class B common stock held by EMC listed in the above table. Such shares of Class B common stock are convertible into Class A common stock at the election of EMC.
- (4) According to Schedule 13G filed February 10, 2009 with the SEC by UBS AG for the benefit and on behalf of UBS Global Asset Management Division and its subsidiaries and affiliates on behalf of its clients. UBS Global Asset Management is composed of wholly-owned subsidiaries and branches of UBS AG. None of the reporting persons affirm the existence of a group within the meaning of Rule 13d-5(b)(1). UBS AG reported that it has sole voting power with respect to 12,649,351 shares and shared dispositive power with respect to 14,433,983 shares. UBS AG reported that it is the parent company of UBS Global Asset Management, Inc. UBS AG disclaims beneficial ownership of the shares pursuant to Rule 13d-4 under the Securities Exchange Act of 1934.
- (5) According to Schedule 13G/A filed February 17, 2009 with the SEC by FMR LLC, Fidelity Management & Research Company ( Fidelity ), a wholly-owned subsidiary of FMR LLC, is the beneficial owner of 8,997,740 shares of Class A common stock as a result of acting as investment adviser to various investment companies. The ownership of one such investment company, Fidelity Growth Company Fund, amounted to 6,467,533 shares. Edward C. Johnson 3d and FMR LLC, through its control of Fidelity, and

**Table of Contents**

- the funds, each has sole power to dispose of the shares owned by the funds. Neither FMR LLC nor Edward C. Johnson 3d, Chairperson of FMR LLC, has the sole power to vote or direct the voting of the shares, which power resides with the funds' Boards of Trustees.
- (6) According to a Schedule 13 D/A filed November 29, 2007 with the SEC, Cisco Systems International B.V. is the holder of record and beneficial owner of 6,000,000 shares of our Class A common stock as of November 7, 2007. Cisco Systems International B.V. is a direct wholly owned subsidiary of Cisco Systems Netherlands Holdings B.V. and an indirect wholly owned subsidiary of the following entities: Cisco Systems Luxembourg S.a.r.l., Cisco Systems Luxembourg International S.a.r.l., Cisco Systems International S.a.r.l., Cisco Systems (Bermuda) Limited, Cisco Systems International Holdings Limited, Cisco Technology, Inc. and Cisco Systems, Inc. Other than the holder of record, each of the above entities disclaims beneficial ownership of the shares. In addition, in October 2008, according to a Schedule 13D/A filed with the SEC by Intel Capital Corporation on November 3, 2008, Cisco purchased an additional 500,000 shares of our Class A common stock from Intel Capital.
  - (7) According to Schedule 13D/A filed with the SEC on December 12, 2008, shares are directly owned by Intel Capital Corporation, a wholly-owned subsidiary of Intel Corporation. Intel Corporation has the sole power to vote or direct the voting of the shares and is deemed the beneficial owner of the shares.
  - (8) Includes 4,500 shares of Class A common stock subject to options exercisable within 60 days of March 1, 2009 and 500 shares of Class A common stock underlying RSUs vesting within 60 days of March 1, 2009. Excludes 50,000 shares of EMC common stock beneficially owned by such individual of which 20,000 shares are subject to options exercisable within 60 days of March 1, 2009.
  - (9) Includes 4,500 shares of Class A common stock subject to options exercisable within 60 days of March 1, 2009 and 500 shares of Class A common stock underlying RSUs vesting within 60 days of March 1, 2009. Excludes 2,170,594 shares of EMC common stock beneficially owned by such individual of which 100,000 shares are subject to options exercisable within 60 days of March 1, 2009.
  - (10) Includes 79,532 shares of Class A common stock subject to options exercisable within 60 days of March 1, 2009.
  - (11) Includes 29,167 shares of Class A common stock subject to options exercisable within 60 days of March 1, 2009. Excludes 6,000 shares of EMC common stock subject to options exercisable within 60 days of March 1, 2009.
  - (12) Excludes 1,726,187 shares of EMC common stock beneficially owned by such individual of which 1,396,400 shares are subject to options exercisable within 60 days of March 1, 2009.
  - (13) The beneficial ownership reported is as of August 6, 2008, the date of termination of Ms. Greene's employment. Includes 829,856 shares of Class A common stock subject to options held by Ms. Greene and exercisable within 60 days of August 6, 2008.
  - (14) Excludes 634,026 shares of EMC common stock beneficially owned by such individual, all of which are subject to options exercisable within 60 days of March 1, 2009.
  - (15) Includes 114,583 shares of Class A common stock subject to options exercisable within 60 days of March 1, 2009.
  - (16) Includes 10,500 shares of Class A common stock subject to options exercisable within 60 days of March 1, 2009 and 500 shares of Class A common stock underlying RSUs vesting within 60 days of March 1, 2009.
  - (17) The beneficial ownership reported is as of September 2, 2008. Mr. Sarwal resigned on September 2, 2008.
  - (18) Includes 4,500 shares of Class A common stock subject to options exercisable within 60 days of March 1, 2009 and 500 shares of Class A common stock underlying RSUs vesting within 60 days of March 1, 2009. Excludes 669,176 shares of EMC common stock beneficially owned by such individual of which 103,200 shares are subject to options exercisable within 60 days of March 1, 2009.
  - (19) Excludes 9,121,362 shares of EMC common stock beneficially owned by such individual of which 7,567,549 shares are subject to options exercisable within 60 days of March 1, 2009.
  - (20) Includes 247,282 shares of Class A common stock beneficially owned by all executive officers and directors as a group by virtue of options to purchase these shares within 60 days of March 1, 2009 and 2,000 shares of Class A common stock underlying RSUs vesting within 60 days of March 1, 2009. Also excludes 14,377,345 shares of EMC common stock beneficially owned by such individuals, of which 9,827,175 shares are subject to options exercisable within 60 days of March 1, 2009.



## **Table of Contents**

### **COMPENSATION DISCUSSION AND ANALYSIS**

This Compensation Discussion and Analysis section discusses the compensation programs and policies for our named executive officers and the Compensation and Corporate Governance Committee's role in the design and administration of these programs and policies and in making specific compensation decisions for our named executive officers.

#### **Named Executive Officers**

Our named executive officers for 2008 set forth in the proxy statement are Paul Maritz, President and Chief Executive Officer, Mark Peek, Senior Vice President and Chief Financial Officer, Carl Eschenbach, Executive Vice President of Worldwide Field Operations, Rashmi Garde, Vice President and General Counsel, Diane Greene, former President and Chief Executive Officer and (Dev) Richard Sarwal, former Executive Vice President, Research and Development. These individuals are referred to as the Named Executive Officers or NEOs.

#### **Objectives of our Executive Compensation Program**

The objectives of our executive compensation program are:

to motivate our executives to achieve our strategic, operational and financial goals;

to reward superior performance;

to attract and retain exceptional executives; and

to align the interests of our executives and our stockholders.

To achieve these objectives, we have implemented and maintained compensation plans that tie a substantial portion of our executive compensation to the achievement of pre-determined performance goals and the price of our stock. We may adopt other arrangements from time to time to best meet our compensation objectives.

#### **Overview of Compensation Setting Process**

Compensation actions for our NEOs are determined by our Compensation and Corporate Governance Committee (the Committee). The Committee makes its determinations in consultation with management, including recommendations made to the Committee by our Chief Executive Officer (CEO) and our Human Resources department. The Committee has engaged an independent consultant, Frederic W. Cook & Co. (FWC), to advise the Committee on an as needed basis with respect to executive compensation decisions.

In January 2008, the Committee established 2008 compensation for each of the NEOs other than Mr. Maritz, who succeeded Ms. Greene as our President and CEO in July 2008. The NEOs' 2008 compensation programs were largely a continuation of programs established prior to and in anticipation of our Initial Public Offering (IPO) which occurred in August 2007. The Committee believed that significant compensation adjustments for 2008 were unnecessary so soon after our IPO. Our incumbent NEOs from 2007 (Messrs. Eschenbach and Peek and Ms. Garde and Ms. Greene) did not receive base salary increases during 2008, and the only adjustments made to bonus opportunities were so that target bonus percentages for NEOs other than the CEO would fall within the same range. Mr. Sarwal became an executive officer in January 2008. His compensation package was approved as part of the negotiation to secure his employment in light of the compensation from his former employer that he agreed to forego in order to join us. In September 2008, the Committee established Mr. Maritz's compensation package at the same level as that of our prior CEO, Ms. Greene. Accordingly, the non-equity elements of our 2008 NEO compensation were substantially unchanged from 2007. The only equity grants made to our NEOs during 2008 aside from a new-hire grant to Mr. Maritz were RSU grants to Mr. Eschenbach and Ms. Garde in September 2008, as discussed more fully below under Long-Term Incentives.



## **Table of Contents**

Because the Committee determined that significant adjustments from 2007 compensation levels were not warranted for 2008 when it made its 2008 NEO compensation decisions in January 2008, the Committee did not rely upon formal benchmarking studies or approved peer groups in determining 2008 NEO compensation. However, during 2008, the Committee commissioned FWC to perform a comprehensive market analysis of our executives' existing compensation programs focusing on the following:

The program's effectiveness in supporting our executive compensation program objectives and business strategy;

Its relative reasonableness compared to competitive practice for companies in related business of similar size and market value; and

The changing business and regulatory environment, including corporate governance considerations.

In its market analysis, FWC compared our executives' compensation structure and levels to those of peer companies using proxy data and data from Radford surveys to supplement data from SEC filings and recommended a peer group approved by the Committee for executive compensation benchmarking. The weightings between the peer group and the general survey data were based on FWC's subjective assessment of the applicability and quality of each data source. The peer group consisted of the following companies: Adobe Systems, Amazon.com, Autodesk, BMC Software, CA, Citrix Systems, Cognizant Technology Solutions, eBay, Electronic Arts, Intuit, McAfee, Salesforce.com, Synopsys, Symantec, VeriSign and Yahoo. The Committee determined that this group of peer companies was representative of our executive talent pool and our product and market profile (pre-packaged software) and appropriate from a size perspective. Our revenue, operating income, market capitalization and number of employees were in the middle quartiles of the peer companies. The survey data consisted of public and private technology companies with annual revenue greater than \$1 billion, with the average equal to approximately \$7 billion.

FWC's market analysis indicated that the NEOs' total target annual cash compensation opportunities, which reflected 2008 base salaries and 2008 target bonuses, were generally at or below the competitive 25<sup>th</sup> percentile. The market analysis did not compare competitive long-term incentive grants to VMware's historical grants because the Committee had not yet established formal annual grant ranges. However, we believe the finding that the cash components of our NEO compensation is below median levels is consistent with our NEO pay strategy at the time of our IPO to emphasize stock-based compensation for our NEOs which we continued through 2008. Although the market analysis was not completed until after the Committee had made its 2008 compensation determinations, the Committee plans to evaluate future NEO compensation decisions in light of the FWC analysis to ensure that NEO compensation is competitive with the identified peer group and sufficient to recruit and retain qualified executives.

### **Compensation Components**

The compensation packages of our NEOs rely upon a mix of cash and equity-based compensation. The major compensation components are:

Base salaries, which form stable parts of our NEO compensation packages;

Annual cash bonuses that are based on our short-term strategic, operational and financial performance measured against specific pre-established goals; and

Long-term equity incentive compensation, in the form of stock options that are tied to stock price appreciation, and in the form of restricted stock units which enhance retention and long-term focus.

During 2008, we emphasized long-term equity awards in our compensation packages, which we believe is consistent with our position as a recent IPO company emphasizing future growth in the virtualization software market. Cash is generally a lesser portion of our compensation packages and is divided into base salary and short-term performance-based bonus awards.



**Table of Contents*****Base Salary***

Base salary serves as the primary form of guaranteed compensation for our NEOs. It also impacts other compensation and benefit levels, including annual bonus opportunities as they are expressed as a percentage of base salary.

As discussed above, due to the short period of time between our August 2007 IPO and the establishment of 2008 compensation in January 2008, no adjustments were made to our incumbent NEOs' base salaries during 2008. An additional factor in light of our then current stock price was the value of the pre-IPO equity awards that our NEOs could expect to realize as they vested during 2008. Mr. Sarwal's base salary was established as part of our negotiations to secure his employment when he joined the Company. Mr. Maritz's 2008 salary was approved in September 2008 and was set at the same level as that of our former CEO.

***Annual Performance-Based Bonus***

Each of our NEOs is eligible to earn annual cash bonuses tied to our financial results and individual performance under our executive bonus program. We believe it is important to provide rewards for specific results and behaviors which support our overall long-term business strategy.

The following table provides the target bonus payouts for 2008, expressed as a percentage of salary, for each of the NEOs under our executive bonus program:

<b>Named Executive Officer</b>	<b>Annual Base Salary Rate</b>	<b>Target Bonus (as a percentage of base salary)</b>
Paul Maritz	\$ 750,000*	100%
Mark Peek	\$ 400,000	50%
Carl Eschenbach	\$ 525,000	48%
Rashmi Garde	\$ 257,500	45%
Diane Greene	\$ 750,000	100%
Richard Sarwal	\$ 550,000	50%

\* This amount was prorated for 2008 based on the days of service in 2008.

The Committee set 2008 target bonuses at levels that provide parity between the compensation of the NEOs, other than the CEO, while keeping bonus targets in the same range as their 2007 levels. Ms. Garde's bonus target as a percentage of base salary was increased from 30% to 45% in order to bring her target bonus percentage within the same range as the other NEOs, other than CEO. Similarly, Mr. Peek requested that his target bonus percentage be reduced from approximately 56% to 50% to be aligned with the other NEOs. No other adjustments were made to the NEOs target bonuses. Mr. Maritz's target bonus was approved in September 2008 and was set at the same level as our former CEO's bonus target level.

For Mr. Maritz, 50% of his bonus opportunity for 2008 (shown in the table above) was tied to the achievement of corporate financial metrics, while 50% was tied to the achievement of individual goals. For all other NEOs, the mix was 75% corporate financial metrics and 25% individual achievement.

***Corporate Financial Metrics***

The portion of the executives' bonuses tied to the achievement of corporate financial metrics for 2008 was based on the achievement of pre-established corporate revenue and operating margin goals. For any bonus amount to be paid out, a threshold level of achievement of each of the pre-established corporate financial objectives was required. Once the threshold level had been reached, actual bonus amounts were determined based upon the degree of achievement above and below the target amounts.

**Table of Contents**

In February 2008, the Committee set the full year 2008 corporate revenue and non-GAAP operating margin targets that applied to the NEOs (other than Mr. Maritz) at \$2 billion and 25%, respectively. Non-GAAP operating margin was calculated by excluding stock-based compensation, amortization of intangible assets, the write-off of in-process research and development, employer payroll tax on employee stock transactions, and the net effect of the amortization and capitalization of software calculated pursuant to the Statement of Financial Accounting Standard ( SFAS ) 86.

Threshold payments were set at 80% of target amounts and became payable upon achievement of 80% of revenue and 88% of non-GAAP operating margin targets. Maximum payments were set at 150% of target amounts and became payable upon achievement of 112.5% of revenue and 104% of non-GAAP operating margin targets.

The Compensation Committee determined that reported revenue of approximately \$1.9 billion was 94.1% of the target and reported non-GAAP operating margin percentage of approximately 24.9% was 99.7% of the target, yielding a corporate financial achievement payout in accordance with the formulaic bonus structure equal to 96.9% of target for each NEO (other than Mr. Maritz), as shown in the table below:

Named Executive Officer	Target Bonus	Portion of Target Bonus Tied to Corporate Performance		Earned Bonus % Tied to Corporate Performance	Earned Bonus Tied to Corporate Performance
		(in dollars and as a percentage of Target Bonus)			
Mark Peek	\$ 200,000	\$ 150,000	(75%)	96.9%	\$ 145,350
Carl Eschenbach	\$ 250,000	\$ 187,500	(75%)	96.9%	\$ 181,688
Rashmi Garde	\$ 115,875	\$ 86,906	(75%)	96.9%	\$ 84,212
Diane Greene	\$ 750,000	\$ 562,500	(75%)	*	\$ 0*
Richard Sarwal	\$ 275,000	\$ 206,250	(75%)	*	\$ 0*

\* Ms. Greene and Mr. Sarwal did not receive performance bonuses as their employment terminated prior to the end of the performance period. As Mr. Maritz joined VMware in July 2008, the corporate revenue and operating margin targets that applied to his bonus were 42% revenue growth for 2008 as compared to 2007 and 21% non-GAAP operating margin for the second half of 2008. Threshold payments were set at 80% of target amounts and became payable upon achievement of 80% of revenue growth and 85.7% of non-GAAP operating margin targets. Maximum payments were set at 200% of target amounts and became payable upon achievement of 112.5% of revenue growth and 104.8% of non-GAAP operating margin targets.

The Compensation Committee determined that the reported revenue growth of approximately 41.9% was 99.8% of the target and non-GAAP operating margin percentage for the second half of 2008 of approximately 25.3% was 120.5% of the target, yielding a corporate financial achievement payout in accordance with the formulaic bonus structure equal to 124.9% of target for Mr. Maritz, as shown in the table below:

Named Executive Officer	Target Bonus	Portion of Target Bonus Tied to Corporate Performance		Earned Bonus % Tied to Corporate Performance	Earned Bonus Tied to Corporate Performance
		(in dollars and as a percentage of Target Bonus)			
Paul Maritz	\$ 360,656*	\$ 180,328	(50%)	124.9%	\$ 225,230

\* Pro-rated for 2008 based on the days of service in 2008.  
*Individual Performance Assessments*

For NEOs, individual performance assessments were based on performance against objectives including post-IPO organizational development (including internal development of corporate functions formerly provided by EMC), build-out of our international structures and transactions,

and scaling legal, financial, sales and

**Table of Contents**

marketing deployments to the growth of our business. Mr. Maritz performance was evaluated by the Committee with respect to objectives relating to development of our corporate strategy and organizational structure.

Our 2008 NEO performance bonus plan provided that payouts for individual performance would be set at 100% of the portion of the target bonus tied to individual performance if threshold achievement of corporate financial goals sufficient to trigger a minimum payout, as discussed above, was reached. The Committee retained negative discretion to reduce actual payouts taking into account, among other things, the CEO's assessment of individual performance. During 2008, corporate financial goals above the threshold levels were achieved.

For 2008, the Committee did not exercise its negative discretion to reduce bonus payouts. Accordingly, the portion of NEO bonuses tied to individual performance was paid out at 100% of targeted amounts, as shown in the table below:

Named Executive Officer	Target Bonus	Portion of Target Bonus Tied to Individual Performance (in dollars and as a percentage of Target Bonus)		Earned Bonus % Tied to Individual Performance	Earned Bonus Tied to Individual Performance
Paul Maritz	\$ 360,656*	\$	180,328 (50%)	100%	\$ 180,328
Mark Peek	\$ 200,000	\$	50,000 (25%)	100%	\$ 50,000
Carl Eschenbach	\$ 250,000	\$	62,500 (25%)	100%	\$ 62,500
Rashmi Garde	\$ 115,875	\$	28,969 (25%)	100%	\$ 28,969
Diane Greene	\$ 750,000	\$	187,500 (25%)	**	\$ 0**
Richard Sarwal	\$ 275,000	\$	68,750 (25%)	**	\$ 0**

\* Prorated for 2008 based on the days of service in 2008.

\*\* Ms. Greene and Mr. Sarwal did not receive performance bonuses as their employment terminated prior to the end of the performance period.

**Discretionary Bonuses**

The Committee has the authority to approve discretionary bonuses outside of the executive bonus program in the event that circumstances arise that were not contemplated at the beginning of the year when the annual bonus plan structure was approved. The Committee did not grant any discretionary bonuses in 2008.

**Long-Term Incentives**

We strongly believe that equity awards align the interests of our NEOs with those of our stockholders.

In light of the June 2007 broad-based equity awards made to our employees, including our incumbent executives, in connection with our IPO, when the Committee established the 2008 NEO compensation program in January 2008, it did not provide for annual equity awards for incumbent NEOs so soon after the IPO. However, due to the drop in our stock price over the course of 2008, the Committee determined that the retention value of our equity grants had decreased and it was advisable to utilize our equity compensation plans to promote employee retention. Accordingly, in September 2008, we completed an offer to exchange certain employee stock options for new, lower-priced stock options granted on a one-for-one basis. As executive officers were excluded from participating in the exchange offer, the Committee approved special grants in September 2008, of 100,000 and 10,000 RSUs to Mr. Eschenbach and Ms. Garde, respectively, who were the only incumbent NEOs who did not hold RSUs under our 2007 Plan. The amounts of the grants were based on the Committee's subjective determination of their retention value. These RSUs vest in four equal annual installments commencing with the initial vesting date occurring on September 1, 2009. Vesting is subject to continued service on the part of each executive. Our other incumbent NEO, Mr. Peek, had been granted RSUs, comparable to the value of stock awards forfeited when he left his prior employer, as an inducement to join us in 2007.



## **Table of Contents**

In connection with hiring Mr. Maritz as our President and CEO, the Committee granted him a stock option for 1,000,000 shares of our Class A common stock in September 2008. The amount of the grant was set at the same level as the number of options granted to our former CEO in June 2007 in connection with our IPO. One-quarter of the option shares vests on the first anniversary of the grant date and the remaining three-quarters of the option shares vests in equal monthly installments thereafter over three years.

Prior to joining VMware, Mr. Maritz was employed by EMC Corporation, our parent company. During 2008, EMC granted Mr. Maritz, who was the former founder and CEO of Pi Corporation, an EMC stock option award for 3,170,131 shares of EMC common stock on March 7, 2008 in connection with EMC's acquisition of Pi Corporation and Mr. Maritz's employment with EMC as President of EMC's newly formed Cloud Infrastructure and Services Division. EMC common stock is issuable upon the exercise of the EMC stock option. One-fifth of the option shares vests on each anniversary of the grant date, subject to continued employment with EMC or its subsidiaries, including VMware. Accordingly, since Mr. Maritz joined VMware as its new President and CEO in July 2008, his EMC option grant has continued to vest and will continue to vest during his service to VMware and the value of his EMC option grant calculated pursuant to Statement of Financial Accounting Standards No. 123, Share Based Payment, as amended ( FAS 123R ) is included in the Summary Compensation Table on page 38 of this proxy statement.

No other equity grants were made to our NEOs during 2008.

### ***Benefits and Perquisites***

In order to minimize geographic restrictions on our recruitment and hiring opportunities, from time to time, we have provided temporary housing allowances and other relocation benefits to our NEOs who have moved to the higher-priced San Francisco Bay area in order to join us or take on new positions with us.

During 2008, we paid for Mr. Maritz's temporary housing, airfare and car rental costs in connection with his commute to the San Francisco Bay Area. We also agreed to pay Mr. Peek a \$7,000 monthly housing allowance for the first two years of his employment with us in connection with his move to the San Francisco Bay Area to join us in April 2007.

From our experience, relocation to the San Francisco Bay area results in significant additional costs to address cost of living and housing differentials, double mortgage payments during the transition period, and other miscellaneous transition expenses. We provide relocation benefits in order to address these additional costs and in order to protect our interests so that the executives relocated quickly and without undue additional stress.

We do not generally provide any other perquisites to our NEOs. In 2008, we paid expenses for Mr. Eschenbach's spouse to attend a VMware sales organization function and a tax gross-up for this expense. We also paid legal expenses related to Mr. Eschenbach's business related travel, as detailed in the *Summary Compensation Table* below.

### ***Post-Termination Compensation***

Mr. Peek's agreement with us entitles him to full acceleration of vesting of all unvested RSUs that were granted to him in connection with his hiring in the event that Mr. Peek's employment is terminated following a change of control other than for cause or by Mr. Peek because his duties have been materially diminished such that he no longer serves as a chief financial officer of a public entity. This arrangement was provided as part of our negotiations to secure his employment as our Senior Vice President and Chief Financial Officer. We do not have any change in control or severance arrangements with Messrs. Maritz or Eschenbach or Ms. Garde.

In August 2008, we made a \$400,000 payment to Ms. Greene in connection with her termination in final settlement of all wages and other payments owed to her under her employment agreement and in consideration of

## **Table of Contents**

a release from Ms. Greene of any claims against us arising in connection with the employment agreement. Ms. Greene's employment agreement had provided for Ms. Greene to receive a \$750,000 annual salary and provided for an annual target bonus amount of \$750,000. Ms. Greene received regular salary payments pursuant to her employment agreement through her last day of employment on August 6, 2008 but did not receive a bonus payment under our 2008 performance-based bonus plan for executive officers which did not allow for pro rata or mid-year payouts to departing officers. The payment to Ms. Greene was in final settlement of any and all claims under the employment agreement.

In addition, Ms. Greene's employment agreement provided that if her employment was terminated by us without cause or by Ms. Greene for good reason, she would be entitled to vesting credit on all time-based vesting equity awards granted to her by us and EMC for the period from the date of termination until the next anniversary of the pricing of our IPO. As a result, she received vesting credit on such equity awards through the anniversary of the pricing of our IPO, as detailed under "Potential Payments upon Termination or Change in Control" below.

Our employment agreement with Mr. Sarwal included severance arrangements relating to his new-hire equity awards in the event he was terminated without cause or resigned for good reason. None of these benefits were triggered in connection with Mr. Sarwal's resignation in September 2008.

We provide death benefits and disability insurance to our employees including our NEOs. VMware stock options and RSUs also vest in the event of death or disability.

## **Tax Deductibility**

Section 162(m) of the Code generally disallows a tax deduction to public corporations for compensation greater than \$1 million paid for any fiscal year to the corporation's chief executive officer and certain other executive officers. However, performance-based compensation is not subject to the \$1 million deduction limit if certain requirements are met. The Committee may consider the impact of Section 162(m) when designing our cash and equity bonus programs, but may elect to provide compensation that is not fully deductible as a result of Section 162(m) if it determines this is in our best interests. The Committee structured our 2008 annual bonus plan for our NEOs to allow it to qualify as performance-based compensation under Section 162(m). In addition, stock options granted to our NEOs in 2007 and 2008 are designed to qualify as performance-based compensation that is exempt from the deductibility limits imposed by Section 162(m).

## **Hedging Policy**

We have adopted a policy prohibiting any of our directors or employees, including the NEOs, from hedging their ownership in shares of our common stock or other equity-based interests in us, including by engaging in short sales or trading in derivative securities relating to our common stock and the common stock of EMC.

**Table of Contents****COMPENSATION OF EXECUTIVE OFFICERS****Summary Compensation Table**

The table below summarizes the compensation information in respect of the Named Executive Officers for the fiscal years ended December 31, 2008, 2007 and 2006. The amounts shown in the Stock Awards and Option Awards columns do not reflect compensation actually received by the Named Executive Officer. Instead the amounts shown include the compensation cost recognized under FAS 123R in respect of awards granted in 2008 and in prior years. For more information on FAS 123R, refer to footnote (1) below.

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Stock Awards <sup>(1)</sup> (\$)	Option Awards <sup>(1)</sup> (\$)	Non-Equity Incentive Plan Compensation <sup>(2)</sup> (\$)	All Other Compensation (\$)	Total (\$)
Paul Maritz President, Chief Executive Officer and Director <sup>(3)</sup>	2008	\$ 358,178	\$ 0	\$ 0	\$ 3,906,837	\$ 405,557	\$ 15,944 <sup>(4)</sup>	\$ 4,686,516
Mark S. Peek Senior Vice President and Chief Financial Officer <sup>(5)</sup>	2008	400,000	0	3,322,530	497,133	195,350	87,000 <sup>(6)</sup>	4,502,013
	2007	283,333	99,314	1,882,380	281,021	188,216	103,340	2,837,604
Carl M. Eschenbach Executive Vice President of Worldwide Field Operations	2008	525,000	0	935,105	870,081	244,188	16,943 <sup>(7)</sup>	2,591,317
	2007	487,500	37,500	1,272,829	566,775	266,282	90,465	2,721,351
	2006	355,000	112,500	921,534	134,593	319,781	90,345	1,933,753
Rashmi Garde Vice President and General Counsel	2008	257,500	0	75,503	414,885	113,181	3,000 <sup>(8)</sup>	864,069
	2007	257,500	10,000	567,709	241,935	90,306	3,000	1,170,450
	2006	250,000	0	326,027	17,150	89,194	3,000	685,371
Diane B. Greene former President, Chief Executive Officer and Director <sup>(9)</sup>	2008	449,038 <sup>(9)</sup>	0	327,259 <sup>(10)</sup>	1,555,442 <sup>(10)</sup>	0	537,481 <sup>(11)</sup>	2,869,220
	2007	583,333	0	4,591,365	2,447,870	940,085	0	8,562,653
	2006	350,000	0	4,222,824	1,394,567	449,708	0	6,417,099
Dev (Richard) Sarwal former Executive Vice President Research & Development <sup>(12)</sup>	2008	379,359 <sup>(12)</sup>	0	0 <sup>(13)</sup>	0 <sup>(13)</sup>	0	26,900 <sup>(14)</sup>	406,259

- (1) Amounts shown represent the compensation costs for financial reporting purposes of stock awards and stock options recognized as expense for the years ended December 31, 2008, 2007 and 2006 under FAS 123R, rather than an amount paid to or realized by the Named Executive Officer. The FAS 123R value as of the grant date for stock awards and stock options is recognized as expense over the number of months of service required for the grant to become non-forfeitable. The amount disclosed disregards estimates of forfeitures of awards that are otherwise included in the financial statement reporting for such awards. Amounts expensed in 2008, 2007 and 2006 for stock awards and stock options that were granted in years prior to 2008, 2007 and 2006 are also reflected in this column. There can be no assurance that the FAS 123R amount will ever be realized. Assumptions used in the calculation of these amounts are included in Note K to our audited financial statements for the fiscal year ended December 31, 2008 included in our Annual Report on Form 10-K filed with the SEC on February 26, 2009.
- (2) Amounts consist of cash incentive compensation earned for services rendered in the respective fiscal years under our annual cash incentive bonus plan. For more details on the annual cash incentive bonus plan, see *Compensation Discussion and Analysis Annual Performance-Based Bonus and Grants of Plan-Based Awards*.
- (3) Mr. Maritz joined us as our President and Chief Executive Officer in July 2008. His base salary and annual bonus amounts were pro-rated for 2008.



**Table of Contents**

- (4) Amount consists of temporary housing, airfare and car rental costs in connection with Mr. Maritz commute to the San Francisco Bay Area.
- (5) Mr. Peek joined us as our Senior Vice President and Chief Financial Officer in April 2007. His base salary and annual bonus amounts were pro-rated for 2007.
- (6) Amount consists of \$84,000 for 12 monthly payments in 2008 pursuant to a \$7,000 monthly housing allowance we agreed to provide to Mr. Peek for the first 24 months of his employment with us and \$3,000 matching contribution to Mr. Peek's 401(k) account.
- (7) Amount consists of a \$3,000 matching contribution to Mr. Eschenbach's 401(k) account, \$2,241 of imputed income for expenses of Mr. Eschenbach's spouse to attend a VMware sales organization function, a \$1,247 tax gross-up of such expenses and \$10,455 for legal expenses related to Mr. Eschenbach's business related travel.
- (8) Amount represents a \$3,000 matching contribution to Ms. Garde's 401(k) account.
- (9) Ms. Greene's employment terminated on August 6, 2008. Base salary amount for 2008 represents payments through August 6, 2008.
- (10) Amount reflects the reversal of expense previously recognized related to unvested stock and option awards forfeited upon termination of Ms. Greene's employment on August 6, 2008.
- (11) Amount represents a \$400,000 payment to Ms. Greene in connection with her termination in final settlement of all wages and other payments owed to her under her employment agreement and in consideration of a release from Ms. Greene of any claims against us arising in connection with the employment agreement. Also includes \$125,481 for earned vacation paid out in connection with her termination of employment and \$12,000 reimbursement for legal expenses incurred by Ms. Greene relating to her employment agreement.
- (12) Mr. Sarwal resigned on September 2, 2008. Base salary amount represents payments through September 2, 2008.
- (13) Mr. Sarwal resigned on September 2, 2008 without vesting in any of his option or stock awards.
- (14) Amount represents a \$2,250 matching contribution to Mr. Sarwal's 401(k) account and \$24,650 for earned vacation paid out in connection with his resignation.

**Grants of Plan-Based Awards**

The following table sets forth information concerning non-equity incentive plan grants to the Named Executive Officers under our annual cash incentive bonus plan during the fiscal year ended December 31, 2008 and stock awards and option awards to the Named Executive Officers granted during 2008. For further information on our non-equity incentive plan grants, see *Compensation Discussion and Analysis Annual Performance-Based Bonus*. The actual amounts realized in respect of the non-equity plan incentive awards in respect of the 2008 fiscal year are reported in the *Summary Compensation Table* under the *Non-Equity Incentive Plan Compensation* column.

Name	Grant Date	Estimated Possible Payouts Under Non-Equity Incentive Plan Awards <sup>(1)</sup>			All Other Stock Awards: Number of Shares of Stock or Units (#)	All Other Option Awards: Number of Securities Underlying Options (#)	Exercise or Base Price of Option Awards (\$/Sh)	Grant Date Fair Value of Stock and Option Awards (\$) <sup>(2)</sup>
		Threshold (\$)	Target (\$)	Maximum (\$)				
		Type						
Paul Maritz	9/10/08	\$ 144,262 <sup>(3)</sup>	\$ 360,656 <sup>(3)</sup>	\$ 540,984 <sup>(3)</sup>				
	3/7/08							
	9/10/08							EMC 3,170,131 <sup>(4)</sup>
					VMW 1,000,000 <sup>(5)</sup>	33.95	10,713,500	
Mark S. Peek	2/12/08	120,000	200,000	275,000				
Carl M. Eschenbach	2/12/08	150,000	250,000	343,750	100,000 <sup>(6)</sup>			
	9/10/08							
Rashmi Garde	2/12/08	69,525	115,875	159,328	10,000 <sup>(6)</sup>			
	9/10/08							
Diane B. Greene	2/12/08	450,000	750,000	1,031,250				
Dev (Richard) Sarwal	2/12/08	165,000	275,000	378,125				

(1) Amounts shown are estimated possible payouts for 2008 under the annual cash bonus plan. These amounts were based on the individual's 2008 base salary and position. The 2008 plan included corporate and individual performance goals.

**Table of Contents**

50% of Mr. Maritz's target amount was tied to corporate performance goals and 75% of target amounts for the other NEOs were tied to corporate performance goals. Threshold payments were set at 80% of the target amounts and were tied to achievement of corporate financial goals. Accordingly, threshold bonus amounts were 40% of the target amount for Mr. Maritz and 60% of the target amounts for the other NEOs. Mr. Maritz's maximum payment was set at 200% for corporate performance and 100% for individual performance. The other NEOs' maximum payments were set at 150% for corporate performance and 100% for individual performance. Accordingly, maximum performance amounts were 150% of the target amount for Mr. Maritz and 137.5% of the target amounts for the other NEOs. For more information on the annual bonus plan, see *Compensation Discussion and Analysis Annual Performance-Based Bonus*.

- (2) This column reflects the grant date fair value computed in accordance with FAS 123R of the stock option and restricted stock unit grants in this table. These award fair values have been determined based on the assumptions set forth in Note K to our audited financial statements for the fiscal year ended December 31, 2008 included in our Annual Report on Form 10-K filed with the SEC on February 26, 2009.
- (3) The threshold, target and maximum bonus amounts for Mr. Maritz were pro-rated from the first date of his employment through the end of 2008.
- (4) EMC granted Mr. Maritz, the former founder and CEO of Pi Corporation, the above EMC stock option award on March 7, 2008 in connection with EMC's acquisition of Pi Corporation and Mr. Maritz's employment with EMC as President of EMC's newly formed Cloud Infrastructure and Services Division. Mr. Maritz joined VMware as its President and Chief Executive Officer in July 2008. EMC common stock is issuable upon the exercise of the EMC stock option. One-fifth of the option shares vests on each anniversary of the grant date, subject to continued employment with EMC or its subsidiaries, including VMware.
- (5) Subject to continued employment, one-quarter of option shares indicated vests on the first anniversary of the date of grant and the balance vests monthly on a pro rata basis until vesting is completed on the fourth anniversary of the grant date.
- (6) Subject to continued employment, one-quarter of shares underlying the RSUs vest in equal annual installments commencing September 1, 2009.

**Outstanding Equity Awards at Fiscal Year-End**

The following table sets forth information concerning stock options and stock awards held by the Named Executive Officers as of December 31, 2008. Between our acquisition by EMC in 2004 and our IPO in August 2007, we operated as a wholly-owned subsidiary of EMC and EMC issued stock options and restricted stock awards to certain of our Named Executive Officers who were employed by VMware during that period under its 2003 Stock Plan. In June 2007, we adopted our 2007 Plan pursuant to which we may grant equity awards for shares of our Class A common stock.

In connection with our IPO, we offered our employees, including our Named Executive Officers who were employed by VMware at the time, the opportunity to exchange their outstanding EMC equity awards for VMware equity awards issued under our 2007 Plan (the *Exchange Offer*). The exchange rate was determined by the ratio of the two-day weighted average trading price of EMC common stock to the IPO price of our Class A common stock. The exchange became effective August 13, 2007 at a ratio of approximately 0.6116 shares of VMware Class A common stock for each share of EMC common stock. The exercise price of exchanged stock options was adjusted in proportion to the exchange ratio.

As of December 31, 2008, our Named Executive Officers held equity awards for shares of VMware Class A common stock and EMC common stock as follows:

EMC equity awards These equity awards are designated *EMC* in the column labeled *Type* below. EMC common stock is issuable upon the exercise or settlement of EMC equity awards.

Exchanged equity awards These equity awards are designated *VM-Ex* in the column labeled *Type* below. VMware Class A common stock is issuable upon the exercise or settlement of exchanged equity awards. Exchanged awards are generally subject to the initial terms and conditions of the EMC awards for which they were exchanged. Accordingly, shares subject to exchanged awards that were unvested on the effective date of the Exchange Offer continue to vest according to their original vesting schedule.

**Table of Contents**

VMware equity awards These awards are designated VMware in the column labeled Type below. VMware Class A common stock is issuable upon the exercise or settlement of VMware equity awards.

The market values for unvested VMware equity awards and exchanged equity awards are calculated based on a market value of \$23.69 of our Class A common stock (the closing market price of VMware's Class A common stock on December 31, 2008) multiplied by the number of shares subject to the award.

Name	Type	Option Awards				Stock Awards		Market Value of Shares or Units of Stock Held That Have Not Vested (\$)
		Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Option Exercise Price (\$)	Option Expiration Date <sup>(1)</sup>	Type	Number of Shares or Units of Stock Held That Have Not Vested (#)	
Paul Maritz	VMware	0	1,000,000 <sup>(2)</sup>	\$ 33.95	9/10/14		0	\$ 0
	EMC	0	3,170,131 <sup>(3)</sup>	15.03	3/7/18			
Mark S. Peek	VMware	93,749	156,251 <sup>(4)</sup>	23.00	6/8/13	VMware	288,810 <sup>(5)</sup>	6,841,909
Carl M. Eschenbach	VMware	44,249	218,751 <sup>(4)</sup>	23.00	6/8/13	VM-Ex	25,482 <sup>(6)</sup>	603,669
	VM-Ex	0	45,869 <sup>(7)</sup>	21.87	5/3/16	VMware	100,000 <sup>(9)</sup>	2,369,000
	VM-Ex	0	6,116 <sup>(8)</sup>	18.30	4/29/14			
Rashmi Garde	VMware	12,500	125,001 <sup>(4)</sup>	23.00	6/8/13	VMware	10,000 <sup>(9)</sup>	236,900
	EMC	3,000	3,000 <sup>(8)</sup>	11.19	4/29/14			
Diane B. Greene <sup>(10)</sup>	VMware	291,666	0	23.00	8/6/11		0	0
	VM-Ex	146,779	0	23.70	8/6/11			
	VM-Ex	146,779	0	21.02	8/6/11			
	VM-Ex	244,632	0	18.30	8/6/11			
Dev (Richard) Sarwal <sup>(11)</sup>	VMware	0	0				0	0

- (1) VMware stock options were granted 6 years prior to the scheduled expiration date. EMC and exchanged options were granted 10 years prior to the scheduled expiration date.
- (2) One-quarter of the option shares vests on September 10, 2009 and the remaining shares vest ratably each month until fully vested on September 10, 2012, subject to continued employment.
- (3) EMC granted Mr. Maritz, the former founder and CEO of Pi Corporation, the above EMC stock option award on March 7, 2008 in connection with EMC's acquisition of Pi Corporation and Mr. Maritz's employment with EMC as President of EMC's newly formed Cloud Infrastructure and Services Division. Mr. Maritz joined VMware as its President and Chief Executive Officer in July 2008. EMC common stock is issuable upon the exercise of the EMC stock options. One-fifth of these option shares vests on each anniversary of the grant date, subject to continued employment with EMC or its subsidiaries, including VMware.
- (4) These shares vest ratably in equal monthly amounts until fully vested on June 8, 2011, subject to continued employment.
- (5) One-half of these RSUs shall vest on each of June 7, 2009 and 2010, subject to continued employment. For further information, see Compensation Discussion and Analysis Long Term Awards.
- (6) These shares of restricted stock vest on March 1, 2009, subject to continued employment.
- (7) One-third of these option shares vests on each of May 3, 2009, 2010 and 2011, subject to continued employment.
- (8) These options vest on April 29, 2009, subject to continued employment.
- (9) One-fourth of these RSUs will vest on each of September 1, 2009, 2010, 2011 and 2012.
- (10) Ms. Greene's employment terminated on August 6, 2008. In accordance with her employment agreement, Ms. Greene received vesting credit on all time-based vesting equity awards granted to her by us and EMC for the period from the date of her termination through the first anniversary of the pricing of our IPO. All such awards are exercisable for a period of three years following her termination.
- (11) Mr. Sarwal did not have any vested stock options as of the date of his resignation on September 2, 2008. His unvested stock options and restricted stock units were forfeited in connection with his resignation.





**Table of Contents****Option Exercises and Stock Vested**

The following table sets forth information regarding stock options and stock awards exercised and vested, respectively, for the Named Executive Officers during the fiscal year ended December 31, 2008.

Name	Type	Option Awards		Type	Stock Awards	
		Number of Shares Acquired on Exercise (#)	Value Realized Upon Exercise (\$) <sup>(1)</sup>		Number of Shares Acquired on Vesting (#)	Value Realized on Vesting (\$) <sup>(2)</sup>
Paul Maritz		0	\$ 0		0	\$ 0
Mark S. Peek		0	0	VMware	144,406	9,803,723
Carl M. Eschenbach	VMware	108,404	2,122,188	VMware	25,482	1,495,029
				EMC	47,500	750,975
Rashmi Garde	VMware	62,499	830,177	EMC	43,750	691,688
Diane B. Greene		0	0	VMware	28,030	1,588,460
				EMC	300,000	4,743,000
Dev (Richard) Sarwal		0	0		0	0

- (1) Represents the difference between the exercise price and the fair market value of the VMware common stock on the date of exercise for each option multiplied by the number of options exercised on each such date.
- (2) Amounts represent the fair market value of VMware or EMC common stock, as applicable, on the applicable vesting date, multiplied by the number of shares of restricted stock or restricted stock units vested on each such date. Fair market value has been determined based on the closing price of VMware's or EMC's common stock, as applicable, on the NYSE on the vesting date, if the vesting date falls on a trading day, or if the vesting date does not fall on a trading day, the first trading day immediately preceding the vesting date. Amounts shown do not represent proceeds from sales of shares acquired on vesting of stock awards and do not indicate that shares were actually sold.

**Pension Benefits**

VMware does not provide pension benefits to the Named Executive Officers.

**Nonqualified Deferred Compensation**

VMware employees are not provided with a nonqualified deferred compensation plan.

**Potential Payments Upon Termination or Change of Control**

The information below describes the compensation and benefits due to each of the Named Executive Officers in the event of termination of employment or a change in control under the circumstances described below.

**Payments and Benefits upon any Termination**

Employees, including the Named Executive Officers, are entitled to receive earned and unpaid compensation upon any termination of employment. Accordingly, upon any termination of employment the Named Executive Officers will receive accrued but unused vacation pay. In addition, except as noted below, all unvested stock awards will terminate upon any termination of employment. The vested portion of all VMware and EMC stock options, including stock options issued in the Exchange Offer, generally remain exercisable for a period of three months following the date of termination other than for cause.

## **Table of Contents**

### ***Voluntary Termination***

A Named Executive Officer who voluntarily terminates employment is not entitled to any compensation benefits other than those that are paid to all employees upon any termination of employment.

### ***Involuntary Termination For Cause***

A Named Executive Officer whose employment is terminated for cause is not entitled to any compensation or benefits other than those that are paid to all employees upon any termination of employment.

### ***Involuntary Termination Without Cause or For Good Reason***

Except as discussed below, a Named Executive Officer whose employment is involuntarily terminated without cause or who terminates employment for good reason is not entitled to any benefits other than those that are paid to all employees upon any termination of employment as described above. The provision of any additional compensation and benefits would be made at the discretion of the Compensation and Corporate Governance Committee.

Ms. Greene's employment terminated on August 6, 2008. On August 25, 2008, we entered into an agreement (the Letter Agreement) with Ms. Greene pursuant to which we agreed to pay Ms. Greene \$400,000 (the Payment) in connection with her termination in final settlement of all wages and other payments owed to her under her employment agreement dated July 26, 2007 (the Employment Agreement) and in consideration of a release from Ms. Greene of any claims against us arising in connection with the Employment Agreement. The Employment Agreement had provided for Ms. Greene to receive a \$750,000 annual salary and provided for an annual target bonus amount of \$750,000. Ms. Greene received regular salary payments pursuant to the Employment Agreement through her last day of employment with VMware on August 6, 2008 but did not receive a bonus payment under our 2008 performance-based bonus plan for executive officers which does not allow for pro rata or mid-year payouts to departing officers. The Payment to Ms. Greene was in final settlement of any and all claims under the Employment Agreement.

In addition, Ms. Greene received vesting credit on all time-based vesting equity awards granted to her by us and EMC for the period from the date of her termination through the first anniversary of the pricing of our IPO. All such awards are exercisable for a period of three years following her termination. The value of this vesting credit, based on the spread between the closing price of our common stock (\$36.19) on the NYSE on August 6, 2008 and the stock options' exercise prices, was \$498,499.

### ***Change in Control***

Our Named Executive Officers do not have change in control agreements. However, certain of our Named Executive Officers are contractually entitled to compensation or benefits if they are involuntarily terminated other than for cause or terminate their employment for good reason following a change in control.

If, following a change in control (COC), Mr. Peek is involuntarily terminated other than for cause or terminates his employment because his duties have been materially diminished such that he no longer serves as a chief financial officer of a public entity, he will become fully vested in his RSUs that were granted to him in connection with his hiring.

### ***Death***

Upon an employee's death, the employee's survivors will continue to receive the employee's base salary for six months and we will make a \$10,000 contribution to a tax-qualified education fund in respect of each of the deceased employee's minor children. This benefit is provided to all employees generally. For those employees

**Table of Contents**

who hold equity awards granted under EMC's 2003 Stock Incentive Plan and VMware's 2007 Plan, unvested stock options and stock awards will immediately vest and all options held by the employee prior to his or her death will remain exercisable for three years thereafter.

***Disability***

We do not have guidelines for providing compensation or benefits upon an employee's disability other than providing the benefits that are provided to all employees generally upon any termination of employment. For those employees who hold equity awards granted under EMC's 2003 Stock Incentive Plan and VMware's 2007 Plan, unvested stock options and stock awards will immediately vest, and all options held by an employee prior to his or her termination for disability will remain exercisable for three years thereafter.

***Retirement***

We do not provide any retirement benefits to the Named Executive Officers, other than matching 401(k) plan contributions to the extent that they are provided to all employees who participate in our 401(k) plan. During 2008, matching contributions of up to \$3,000 were available to our employees.

However, employees are generally entitled to continued vesting and exercisability with respect to their EMC equity awards if they are retirement eligible under EMC's equity plans. For this purpose, employees are eligible to retire if they voluntarily terminate employment after 20 years of service or after they have attained age 55 with five years of service and provided they give six months' advance notice. None of the Named Executive Officers are retirement eligible. We do not have a similar retirement benefit for awards granted under our 2007 Plan.

**Table of Contents****Potential Payments Table**

The following table shows the potential payments and benefits that would have been provided upon termination under each of the scenarios discussed above if such termination had occurred on December 31, 2008. The actual amounts to be paid can only be determined at the time of the termination of employment. Excluded are benefits provided to all employees, such as accrued vacation and payments upon an employee's death. Also excluded are bonuses for fiscal year 2008 as the trigger event occurs on the last day of 2008 and thus the payout would be the same as if the trigger event had not occurred. The bonuses earned for fiscal year 2008 are provided in the Summary Compensation Table.

	Cash Severance (\$)	VMware In-the-Money Value of Accelerated Stock Options (\$) <sup>(1)</sup>	VMware Value of Accelerated Restricted Stock (\$) <sup>(2)</sup>	Total Value: Incremental Benefits (\$)
<b>Paul Maritz</b>				
<i>Resignation or Termination without Cause</i>	\$ 0	\$ 0	\$ 0	\$ 0
<i>Termination Without Cause following COC</i>	0	0	0	0
<i>Death</i>	0	0	0	0
<i>Disability</i>	0	0	0	0
<b>Mark S. Peek</b>				
<i>Resignation or Termination without Cause</i>	0	0	0	0
<i>Termination Without Cause following COC</i>	0	0	6,841,909	6,841,909
<i>Death</i>	0	107,813	6,841,909	6,949,722
<i>Disability</i>	0	107,813	6,841,909	6,949,722
<b>Carl M. Eschenbach</b>				
<i>Resignation or Termination without Cause</i>	0	0	0	0
<i>Involuntary Termination Without Cause following COC</i>	0	0	0	0
<i>Death</i>	0	267,385	2,972,669	3,240,054
<i>Disability</i>	0	267,385	2,972,669	3,240,054
<b>Rashmi Garde</b>				
<i>Resignation or Termination without Cause</i>	0	0	0	0
<i>Termination Without Cause following COC</i>	0	0	0	0
<i>Death</i>	0	86,251	236,900	323,151
<i>Disability</i>	0	86,251	236,900	323,151

(1) Represents the aggregate value of the acceleration of vesting of the executive's unvested stock options, based on the spread between the closing price of our common stock (\$23.69) on the NYSE on December 31, 2008 and the stock options' exercise prices.

(2) Represents the aggregate value of the acceleration of vesting of the executive's unvested restricted stock and restricted stock units, based on the closing price of our common stock (\$23.69) on the NYSE on December 31, 2008.

**Employment Agreements with Executive Officers**

We typically provide employment offer letters to each of our employees, including our Named Executive Officers, upon commencement of employment with us that establish the employee's starting base salary and initial bonus and equity award eligibility. In addition to those terms, we have agreed to certain additional arrangements with certain of our Named Executive Officers:

*Mark Peek* Our offer letter with Mr. Peek provides that he will receive a \$7,000 monthly housing allowance for the first 24 months of his employment with us commencing in April 2007. Additionally, we entered into a letter agreement with Mr. Peek that provides for full acceleration of vesting of all unvested RSUs



## **Table of Contents**

that were granted to him in connection with his hiring, upon involuntary termination of his employment following a change in control or if he terminates his employment due to certain material reductions in his duties following a change in control. For additional information, please see *Potential Payments Upon Termination or Change of Control*.

*Tod Nielsen* Tod Nielsen, our Chief Operating Officer, joined us on January 5, 2009. Our offer letter with Mr. Nielsen provides for acceleration of vesting of half of the unvested options and RSUs that were granted to him in connection with his hiring if within the first twelve months following a change of control, Mr. Nielsen is terminated without cause or he terminates his employment for good reason (each as defined in his offer letter).

Mr. Nielsen's offer letter also provides for a relocation package that includes reimbursement of reasonable relocation expenses and a marketing assistance/home sale program which provides for the payment of closing costs and additional expenses related to the sale of his existing home and the purchase of a new residence. The relocation package also provides for fall-through protection in the event that an agreement for the sale of Mr. Nielsen's residence fails to close and a tax gross-up of relocation expenses. Mr. Nielsen is required to repay all relocation reimbursements and payments made on his behalf if he voluntarily terminates his employment with the Company or if he is terminated for cause within one year of his start date. Mr. Nielsen is required to repay 50% of such benefits if such termination occurs between one and two years of his start date.

## **Indemnification Agreements and Director and Officer Insurance**

We have entered into agreements to indemnify our directors and executive officers. We will indemnify our directors and executive officers out of our assets, to the fullest extent permitted by law, against all losses resulting from acts done or omitted to be done in connection with the execution of their duties as directors or officers, to the extent such indemnification is permitted by law. We believe that these provisions and agreements are necessary to attract and retain qualified persons as directors and executive officers. Our directors and officers are insured against certain losses from potential third-party claims for which we are legally or financially unable to indemnify them. We self-insure with respect to potential third-party claims that create a direct liability to such third party or an indemnification duty on our part. Our certificate of incorporation and our Bylaws contain provisions that limit the liability of our directors.

**Table of Contents**

**COMPENSATION AND CORPORATE GOVERNANCE COMMITTEE REPORT**

*The information contained in this report shall not be deemed to be soliciting material, to be filed with the SEC or be subject to Regulation 14A or Regulation 14C (other than as provided in Item 407 of Regulation S-K) or to the liabilities of Section 18 of the Securities Exchange Act of 1934, and shall not be deemed to be incorporated by reference in future filings with the SEC except to the extent that VMware specifically incorporates it by reference into a document filed under the Securities Act of 1933 or the Securities Exchange Act of 1934.*

The Compensation and Corporate Governance Committee of VMware, Inc. has reviewed and discussed the Compensation Discussion and Analysis required by Item 402(b) of Regulation S-K with management and, based on such review and discussions, the Compensation and Corporate Governance Committee recommended to the Board that the Compensation Discussion and Analysis be included in this proxy statement.

**COMPENSATION AND CORPORATE GOVERNANCE**

**COMMITTEE**

David N. Strohm, *Chair*

Michael W. Brown

Dennis D. Powell

**Table of Contents****DIRECTOR COMPENSATION**

The Compensation and Corporate Governance Committee evaluates the appropriate level and form of compensation for non-employee directors at least annually and recommends changes to the Board when appropriate. In connection with our IPO, the Board of Directors adopted the following policy with respect to compensation of directors:

non-employee directors receive an annual retainer of \$40,000;

the chair of the Audit Committee receives additional annual compensation of \$25,000 and each other member of the Audit Committee receives additional annual compensation of \$12,500; and

the chair of the Compensation and Corporate Governance Committee and the chair of the Mergers and Acquisitions Committee each receive additional annual compensation of \$20,000 and each other member of the Compensation and Corporate Governance Committee and the Mergers and Acquisitions Committee receives additional annual compensation of \$10,000.

We also reimburse our directors for reasonable expenses in connection with performing their duties as directors, such as attendance at board and committee meetings.

In January 2008, the Board adopted a policy with respect to future equity grants for non-employee directors that provides for:

initial grants of 12,000 stock options and 2,000 RSUs upon commencement of service on our Board, both awards vesting in annual installments over two years; and

annual grants of 6,000 stock options and 2,000 RSUs to continuing non-employee directors, vesting in quarterly installments over one year.

In February 2009, the Board adopted stock ownership guidelines for its non-employee directors effective as of the date of this Annual Meeting. Under the guidelines, each non-employee director is required to hold an amount of shares equal to 50% of the net shares acquired from VMware as compensation for director services. As of the date of this proxy statement, the holdings of each non-employee director are sufficient to comply with this policy.

We do not provide compensation to Mr. Tucci and Mr. Goulden for their service on our Board because they are officers of EMC. Additionally, Ms. James, who was initially elected to our Board after being designated for her position pursuant to an agreement we entered into with Intel in connection with their investment in us, has elected not to receive compensation for her service on our Board of Directors.

The table below summarizes the compensation paid by us to non-employee directors for the fiscal year ended December 31, 2008.

Name	Fees Paid (\$)	Option Awards <sup>(1)</sup> (\$)	Stock Awards <sup>(1)</sup> (\$)	Total (\$)
Joseph M. Tucci <sup>(2)</sup>	\$ 0	\$ 0	\$ 0	\$ 0
Michael W. Brown <sup>*(3)(4)(5)(6)</sup>	75,000	181,191	83,260	339,451
John R. Egan <sup>(2)(5)(6)</sup>	60,000	181,191	83,260	324,451
David I. Goulden <sup>(2)</sup>	0	0	0	0
Renee J. James <sup>(3)</sup>	0	0	0	0
Dennis D. Powell <sup>*(3)(4)(6)(7)</sup>	62,008	198,282	148,159	408,449
David N. Strohm <sup>(2)(4)(5)(6)</sup>	70,000	181,191	83,260	334,451



\* Nominee for Director

(1) Amounts shown represent the compensation costs for financial reporting purposes of stock awards and stock options recognized as expense for the year ended December 31, 2008 under FAS 123R, rather than an

**Table of Contents**

amount paid to or realized by the director. The FAS 123R value as of the grant date for stock awards and stock options is recognized as expense over the number of months of service required for the grant to become non-forfeitable. The amount disclosed disregards estimates of forfeitures of awards that are otherwise included in the financial statement reporting for such awards. There can be no assurance that the FAS 123R amount will ever be realized. Assumptions used in the calculation of these amounts are included in Note K to our audited financial statements for the fiscal year ended December 31, 2008 included in our Annual Report on Form 10-K filed with the SEC on February 26, 2009.

The table below shows the aggregate numbers of unvested VMware stock awards and option awards outstanding for each non-employee director as of December 31, 2008.

Name	Unvested VMware Stock Awards	Vested and Unvested VMware Option Awards
Joseph M. Tucci	0	0
Michael W. Brown	27,667	6,000
John R. Egan	27,667	6,000
David I. Goulden	0	0
Renee J. James	0	0
Dennis D. Powell	2,000	18,000
David N. Strohm	27,667	6,000

- (2) Member of the Mergers and Acquisitions Committee.
- (3) Member of the Audit Committee.
- (4) Member of the Compensation and Corporate Governance Committee.
- (5) Mr. Brown is the Chair of the Audit Committee, Mr. Egan is the Chair of the Mergers and Acquisitions Committee and Mr. Strohm is the Chair of the Compensation and Corporate Governance Committee.
- (6) On May 14, 2008, each of Messrs. Brown, Egan, Powell and Strohm were granted stock option to purchase 6,000 shares, with a grant date fair value of \$122,441 and an award of 2,000 RSUs, with a grant date fair value of \$132,640, in each case as computed in accordance with FAS 123R based on the assumptions set forth in Note K to our audited financial statements for the fiscal year ended December 31, 2008 included in our Annual Report on Form 10-K filed with the SEC on February 26, 2009.
- (7) In connection with his initial election to our Board, on January 31, 2008 Mr. Powell was granted a stock option to purchase 12,000 shares, with a grant date fair value of \$212,056, and an award of 2,000 RSUs, with a grant date fair value of \$113,340, in each case as computed in accordance with FAS 123R based on the assumptions set forth in Note K to our audited financial statements for the fiscal year ended December 31, 2008 included in our Annual Report on Form 10-K filed with the SEC on February 26, 2009.

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**Table of Contents**

**REVIEW AND APPROVAL OF TRANSACTIONS WITH RELATED PERSONS**

From time to time, we may enter into transactions in which related persons (as defined in Item 404 of Regulation S-K adopted by the SEC under the Federal securities laws) could be deemed to have a direct or indirect material interest. Related persons include our directors and executive officers, their immediate family members and stockholders beneficially owning more than five percent of either class of our common stock. We may enter into such transactions in the ordinary course of business in connection with the design, development, marketing, sales and distribution of our products and in the administration and oversight of our business operations.

We have adopted a written policy and procedures for the review, approval and ratification of transactions involving related persons. We recognize that transactions with related persons may present potential or actual conflicts of interest or an appearance of impropriety. Additionally, such transactions must be fair to us in accordance with applicable Delaware corporate law. Accordingly, as a general matter, it is our policy to closely assess and evaluate transactions with related persons. Our policy provides that transactions with related persons are subject to review by our Audit Committee.

The policy covers all transactions, arrangements or relationships (or any series of similar transactions, arrangements or relationships) in which we or any of our subsidiaries is or will be a participant, in which the amount involved exceeds \$120,000 and in which any related person has or may have a direct or indirect material interest. An investor may obtain a written copy of this policy by sending a request to VMware Inc., 3401 Hillview Avenue, Palo Alto, CA 94304, Attention: Legal Department.

Additionally, ownership interests of our directors or officers in the common stock of EMC, or service as both a director of EMC and VMware, or as a director of VMware and an officer or employee of EMC could create, or appear to create potential conflicts of interest when directors and officers are faced with decisions that could have different implications for us and EMC. In order to address potential conflicts of interest between us and EMC with respect to corporate opportunities, our certificate of incorporation contains provisions regulating and defining the conduct of our affairs as they may involve EMC and its officers and directors, and our powers, right, duties and liabilities and those of our officers, directors and stockholders in connection with our relationship with EMC. Our certificate of incorporation also contains provisions limiting the liability of our directors or officers who are also directors or officers of EMC in the event they learn of a transaction that may be a corporate opportunity for both us and EMC, provided they comply with the policies set forth in our certificate of incorporation. For more information, see *Transactions with Related Persons* and *Our Relationship with EMC Corporation* below.

**TRANSACTIONS WITH RELATED PERSONS**

**Our Relationship with EMC Corporation**

Prior to our IPO in August 2007, we operated as a wholly-owned subsidiary of EMC. EMC continues to be our majority stockholder and we are considered a controlled company under the rules of the New York Stock Exchange. EMC has the power, acting alone, to approve any action requiring a vote of the majority of our voting shares and to elect all our directors. In addition, until the first date on which EMC or its successor-in-interest ceases to beneficially own 20% or more of the outstanding shares of our common stock, the prior affirmative vote or written consent of EMC as the holder of our Class B common stock or its successor-in-interest will be required for us to authorize a number of significant actions.

As described in *Our Board of Directors and Nominees* above, two members of our Board of Directors are executive officers of EMC. The Chairman of our Board, Joseph Tucci, is the Chairman, Chief Executive Officer and President of EMC and David Goulden is the Executive Vice President and Chief Financial Officer of EMC.

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## **Table of Contents**

### ***Overview***

We operated as a wholly owned subsidiary of EMC from January 2004 to August 17, 2007, the closing date of our IPO. As a result, in the ordinary course of our business, we have received various services provided by EMC, including tax, accounting, treasury, legal and human resources services. Our financial statements include allocations to us of EMC's costs related to these services.

When we were acquired by EMC, in view of the potential overlap between our business and that of EMC, we and EMC agreed to conduct our businesses pursuant to certain rules of engagement we and EMC adopted at that time. Our Rules of Engagement with Storage, Server and Infrastructure Software Vendors which are made available to our partners, outline product development, qualification and sales guidelines that we and EMC follow with partners who also have products that directly compete with EMC products. These rules of engagement remain in effect and may be amended from time to time by our Board of Directors.

In April 2007, we declared an \$800 million dividend to EMC in the form of a note payable. The note matures in April 2012 and bears an interest rate of the 90-day LIBOR plus 55 basis points (4.43% as of December 31, 2008), with interest payable quarterly in arrears, commencing June 30, 2007. The interest rate on the note payable resets quarterly, two business days prior to the first day of each fiscal quarter. We may repay the note, without penalty, at any time commencing July 2007. In August 2007, we used a portion of the net proceeds from our IPO of Class A common stock to repay to EMC \$350 million of this note payable. In 2008, we recorded \$18.6 million of interest expense related to the note in our financial statements.

Subsequent to our IPO, we continue to be a majority-owned and controlled subsidiary of EMC, our results of operations and financial position are consolidated in EMC's financial statements, we continue to receive various administrative services from EMC, we have entered into agreements regarding EMC's and our intellectual property and real estate and we and EMC sell goods and services as vendors to one another. Additionally, in geographic areas where we have not established our own subsidiaries, we contract with EMC subsidiaries for support services and EMC employees who are managed by our personnel. As described further below, our relationship with EMC includes the following aspects:

EMC is our controlling stockholder and as such, has certain rights under our charter documents.

A master transaction agreement entered into with EMC in conjunction with our IPO, together with ancillary agreements, governs our post-IPO business relationship with EMC.

We contract for certain services from EMC subsidiaries in geographic regions where we do not have legal entities established.

We transact ongoing business with EMC pursuant to certain ordinary course agreements.  
As reported in our 2008 Annual Report on Form 10-K filed with the SEC on February 26, 2009, during 2008:

We incurred expenses of \$139.8 million for costs incurred by EMC for our direct benefit, such as rent, travel, salaries and benefits. These costs include an estimated arm's-length mark-up.

We paid income taxes to EMC of \$64.3 million. The difference between income taxes calculated on a separate return basis and income taxes calculated within EMC's consolidated, combined, and unitary returns, is presented as a component of our stockholders equity. The amount presented as a component of our stockholders' equity from the tax sharing arrangement was \$5.2 million.

We recognized professional service revenue of \$16.9 million for services provided to EMC customers.

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We recognized revenue from server and desktop products and services purchased by EMC for internal use of \$4.1 million.

We purchased \$24.0 million of storage systems from EMC. During 2008, such products were purchased from EMC at a discount off of EMC's list price.

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**Table of Contents**

We resolved certain acquisition-related intercompany liabilities due to EMC. As a result, intercompany liabilities due to EMC of \$9.7 million were recorded as a capital contribution from EMC in additional paid-in capital without the issuance of additional equity by us or remittance of any cash.

VMware employees began participating in VMware's 401(k) Savings Plan and ceased participation in the EMC Plan. Prior to March 2008, VMware employees participated in the EMC Corporation 401(k) Savings Plan. EMC cross-charged VMware for the costs associated with VMware employees who participated in the EMC Plan.

Cash proceeds from the exercise of EMC options held by VMware employees paid to EMC were \$1.9 million. Additionally, cash proceeds of \$470,000 were paid to EMC for the purchase of shares of EMC common stock by our employees under the EMC Employee Stock Purchase Plan.

***EMC as our Controlling Stockholder***

As of March 1, 2009, EMC owned approximately 83.71% of our common stock (approximately 29.78% of our Class A common stock and 100% of our Class B common stock) and controlled approximately 97.94% of the combined voting power of our common stock. For as long as EMC or its successor-in-interest continues to control more than 50% of the combined voting power of our common stock, EMC or its successor-in-interest will be able to direct the election of all the members of our Board of Directors and exercise control over our business and affairs, including any determinations with respect to mergers or other business combinations involving us, the acquisition or disposition of assets, the incurrence of indebtedness, the issuance of any additional common stock or other equity securities, and the payment of dividends with respect to our common stock. Similarly, EMC or its successor-in-interest will have the power to determine matters submitted to a vote of our stockholders without the consent of our other stockholders, will have the power to prevent a change in control of us and will have the power to take other actions that might be favorable to EMC or its successor-in-interest.

Certain of EMC's rights as our majority stockholder arise from being the sole holder of our Class B common stock which has certain voting rights greater than the voting rights of our Class A common stock. Holders of our Class B common stock are entitled to ten votes per share of Class B common stock on all matters except for the election of our Group II directors, in which case they are entitled to one vote per share, whereas holders of our Class A common stock are entitled to one vote per share of Class A common stock. The holders of Class B common stock, voting separately as a class, are entitled to elect 80% of the total number of directors on our Board of Directors that we would have if there were no vacancies on our Board of Directors at the time. These are our Group I directors. The holders of Class A common stock and the holders of Class B common stock, voting together as a single class, are entitled to elect our remaining directors, which at no time will be less than one director or our Group II director(s). Accordingly, the holders of our Class B common stock currently are entitled to elect 7 of our 8 directors. If EMC transfers shares of our Class B common stock to any party other than a successor-in-interest or a subsidiary of EMC (other than in a distribution to its stockholders under Section 355 of the Code, or in transfers following such a distribution), those shares will automatically convert into Class A common stock. For so long as EMC or its successor-in-interest beneficially owns shares of our common stock representing at least a majority of the votes entitled to be cast by the holders of outstanding voting stock, EMC will be able to elect all of the members of our Board of Directors.

Our certificate of incorporation also contains provisions that require that as long as EMC beneficially owns at least 20% or more of the outstanding shares of our common stock, the prior affirmative vote or written consent of EMC (or its successor-in-interest) as the holder of the Class B common stock is required (subject in each case to certain exceptions) in order to authorize us to:

consolidate or merge with any other entity;

acquire the stock or assets of another entity in excess of \$100 million;

**Table of Contents**

issue any stock or securities except to our subsidiaries or pursuant to our employee benefit plans;

establish the aggregate annual amount of shares we may issue in equity awards;

dissolve, liquidate or wind us up;

declare dividends on our stock;

enter into any exclusive or exclusionary arrangement with a third party involving, in whole or in part, products or services that are similar to EMC's; and

amend, terminate or adopt any provision inconsistent with certain provisions of our certificate of incorporation or bylaws.

Beneficial ownership of at least 80% of the total voting power and value of our outstanding common stock is required in order for EMC to continue to include us in its consolidated group for federal income tax purposes, and beneficial ownership of at least 80% of the total voting power and 80% of each class of non-voting capital stock is required in order for EMC to effect a tax-free spin-off of us or certain other tax-free transactions. We have been included in EMC's consolidated group for U.S. federal income tax purposes. We have agreed that for so long as EMC or its successor-in-interest continues to own greater than 50% of the voting control of our outstanding common stock, we will not knowingly take or fail to take any action that could reasonably be expected to preclude EMC's or its successor-in-interest's ability to undertake a tax-free spin-off.

In order to address potential conflicts of interest between us and EMC with respect to corporate opportunities that are otherwise permitted to be undertaken by us, our certificate of incorporation contains provisions regulating and defining the conduct of our affairs as they may involve EMC and its officers and directors, and our powers, rights, duties and liabilities and those of our officers, directors and stockholders in connection with our relationship with EMC. In general, these provisions recognize that, subject to the limitations related to our technology and product development and marketing activities, we and EMC may engage in the same or similar business activities and lines of business, may have an interest in the same areas of corporate opportunities and will continue to have contractual and business relations with each other, including officers and directors of EMC serving as our directors.

Our certificate of incorporation provides that, subject to the limitations related to our technology and product development and marketing activities and a non-solicitation provision in our Master Transaction Agreement that expires in August 2009, EMC will have no duty to refrain from:

engaging in the same or similar business activities or lines of business as us;

doing business with any of our clients or customers; or

employing or otherwise engaging any of our officers or employees.

Our certificate of incorporation provides that if EMC acquires knowledge of a potential transaction or matter which may be a corporate opportunity for both us and EMC, EMC will have no duty to communicate or present such corporate opportunity to us and we will, to the fullest extent permitted by law, renounce any interest or expectancy in any such opportunity and waive any claim that such corporate opportunity be presented to us. EMC will have satisfied its fiduciary duty with respect to such a corporate opportunity and will not be liable to us or our stockholders for breach of any fiduciary duty as our stockholder by reason of the fact that EMC acquires or seeks the corporate opportunity for itself, directs that corporate opportunity to another person or does not present that corporate opportunity to us.

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If one of our directors or officers who is also a director or officer of EMC learns of a potential transaction or matter that may be a corporate opportunity for both us and EMC and which may be properly pursued by us pursuant to the limitations related to our technology and product development and marketing activities, our certificate of incorporation provides that the director or officer will have satisfied his or her fiduciary duties to us



**Table of Contents**

and our stockholders, will not be liable for breach of fiduciary duties to us and our stockholders with respect to such corporate opportunity, and will be deemed not to have derived an improper personal economic gain from such corporate opportunity if the director or officer acts in good faith in a manner consistent with the following policy:

where an opportunity is offered to a VMware director (but not an officer) who is also a director or officer of EMC, VMware will be entitled to pursue such opportunity only when expressly offered to such individual solely in his or her capacity as a VMware director;

where an opportunity is offered to a VMware officer who is also an EMC officer, VMware will be entitled to pursue such opportunity only when expressly offered to such individual solely in his or her capacity as a VMware officer;

where an opportunity is offered to a VMware officer who is also a director (but not an officer) of EMC, VMware will be entitled to pursue such opportunity unless expressly offered to the individual solely in his or her capacity as an EMC director; and

where one of our officers or directors, who also serves as a director or officer of EMC, learns of a potential transaction or matter that may be a corporate opportunity for both us and EMC in any manner not addressed in the foregoing descriptions, such director or officer will have no duty to communicate or present that corporate opportunity to us and will not be liable to us or our stockholders for breach of fiduciary duty by reason of the fact that EMC pursues or acquires that corporate opportunity for itself.

The foregoing limitation of liability provisions are not intended to be an allocation of corporate opportunities between us and EMC. For purposes of our certificate of incorporation, corporate opportunities are limited to business opportunities permitted by the provisions related to our technology and product development and marketing activities and, subject to this limitation, include business opportunities which we are financially able to undertake, which are, from their nature, in our line of business, are of practical advantage to us and are ones in which we have an interest or a reasonable expectancy, and in which, by embracing the opportunities, the self-interest of EMC or its officers or directors will be brought into conflict with our self-interest.

The corporate opportunity provisions in our certificate of incorporation will continue in effect until the later of (1) EMC or its successor-in-interest ceasing to beneficially own 20% or more of the outstanding shares of our common stock and (2) the date upon which no VMware officer or director is also an officer or director of EMC or its successor-in-interest. The vote of at least 80% of the votes entitled to be cast will be required to amend, alter, change or repeal the corporate opportunity provisions.

***Master Transaction Agreement and Ancillary Agreements.***

At the time of our IPO, we and EMC entered into certain agreements governing various interim and ongoing relationships between us. These agreements include:

a master transaction agreement;

an administrative services agreement;

a tax sharing agreement;

an insurance matters agreement;

an employee benefits agreement;

an intellectual property agreement; and

real estate agreements.

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## **Table of Contents**

The agreements summarized below were filed as exhibits to the registration statement relating to our IPO. You are encouraged to read the full text of these material agreements. We entered into these agreements with EMC in the context of our relationship with EMC as our parent and controlling stockholder. The prices and other terms of these agreements were designed to be consistent with the requirements of Section 482 of the Code and related U.S. Treasury Regulations with respect to transactions between related parties.

### *Master Transaction Agreement*

The master transaction agreement contains key provisions relating to our ongoing relationship with EMC. Unless otherwise required by the specific provisions of the agreement, the master transaction agreement will terminate on a date that is five years after the first date on which EMC ceases to own shares representing at least 20% of our common stock. The provisions of the master transaction agreement related to our cooperation with EMC in connection with future litigation will survive seven years after the termination of the agreement, and provisions related to confidential information and indemnification by us and EMC will survive indefinitely.

*Registration Rights.* Pursuant to the master transaction agreement, at the request of EMC, we will use our reasonable best efforts to register shares of our common stock that are held or subsequently acquired by EMC for public sale under the 1933 Securities Act, as amended (the Securities Act ). EMC may request up to two registrations in any calendar year. We also provide EMC with piggy-back rights to include its shares in future registrations by us of our securities under the Securities Act. There is no limit on the number of these piggy-back registrations in which EMC may request its shares be included.

EMC may not transfer its registration rights other than to an affiliate. EMC's registration rights will terminate on the earlier of the date on which EMC has sold or transferred all of its shares of our common stock deemed restricted securities or our common stock held by EMC may be sold without restriction pursuant to Rule 144 of the Securities Act.

We have agreed to cooperate in these registrations and related offerings. All expenses payable in connection with such registrations will be paid by us, including the fees and expenses of one firm of legal counsel chosen by EMC, except that EMC will pay all its own internal administrative costs and underwriting discounts and commissions applicable to the sale of its shares of our common stock.

*Future Distributions.* Additionally, we have agreed to cooperate, at our expense, with EMC to accomplish a distribution by EMC of our common stock, and we have agreed to promptly take any and all actions necessary or desirable to effect any such distribution. EMC will determine, in its sole discretion, whether such distribution shall occur, the date of the distribution and the form, structure and all other terms of any transaction to effect the distribution. A distribution may not occur at all. At any time prior to completion of the distribution, EMC may decide to abandon the distribution, or may modify or change the terms of the distribution, which could have the effect of accelerating or delaying the timing of the distribution.

*Anti-Dilution Option.* Pursuant to the master transaction agreement, we have granted EMC a continuing right to purchase from us shares of Class A common stock and Class B common stock at fair market value as determined in accordance with the agreement in order to maintain EMC's respective percentage ownership interests in our Class A common stock and Class B common stock following our IPO. This option may not be exercised by EMC in connection with any issuance by us of any shares pursuant to any stock option or other executive or employee compensation plan, except where such issuance would cause EMC's percentage ownership of common stock to fall below 80.1%.

*Restrictive Covenants.* Under the master transaction agreement, we have agreed to obtain the consent of the holders of our Class B common stock prior to taking certain actions, including those set forth above as requiring approval under our certificate of incorporation.

## **Table of Contents**

*Indemnification.* The master transaction agreement provides for cross-indemnities that generally will place the financial responsibility on us and our subsidiaries for all liabilities associated with the current and historical VMware business and operations, and generally will place on EMC the financial responsibility for liabilities associated with all of EMC's other current and historical businesses and operations, in each case regardless of the time those liabilities arise. The master transaction agreement also contains indemnification provisions under which we and EMC each indemnify the other with respect to breaches of the master transaction agreement or any intercompany agreement.

In addition to the general indemnification obligations described above relating to the current and historical VMware and EMC businesses and operations, we and EMC have agreed to cross-indemnify each other against liabilities arising from any misstatements or omissions in one another's SEC filings and from information each of us provides to the other specifically for inclusion in the other party's annual or quarterly reports, but only to the extent that the information pertains to the party providing the information or its business or to the extent the party filing the SEC report provides the party supplying the information with prior written notice that the information will be included in its annual or quarterly reports and the liability does not result from the action or inaction of the party filing the report.

*Accounting Matters; Legal Policies.* Under the master transaction agreement, we agreed to use our reasonable best efforts to use the same independent certified public accounts selected by EMC and to maintain the same fiscal year as EMC until such time as EMC is no longer required to consolidate our results of operations and financial position (determined in accordance with generally accepted accounting principles consistently applied). We also agreed to use our reasonable best efforts to complete our audit and provide EMC with all financial and other information on a timely basis such that EMC may meet its deadlines for its filing annual and quarterly financial statements.

Additionally, for as long as EMC is providing us with legal services under the administrative services agreement, the master transaction agreement will require us to comply with all EMC policies and directives identified by EMC as critical to legal and regulatory compliance and to not adopt legal or regulatory policies or directives inconsistent with the policies identified by EMC.

### *Administrative Services Agreement*

Under the administrative services agreement, EMC provides us with services, including tax, accounting, treasury, legal and human resources services. For such time as the administrative services agreement is in effect, EMC and VMware may agree on additional services to be included in the administrative services agreement. EMC is to provide us with services with substantially the same degree of skill and care as such services are performed within EMC. We will pay fees to EMC for the services rendered based on the number and total cost of the EMC employees required to provide services, or as may otherwise be agreed.

The initial term of the administrative services agreement expired on September 30, 2007 and extends automatically for additional three-month terms unless terminated by one of the parties. We have the right to terminate any of the services provided by EMC under the administrative services agreement at any time upon 30 day prior written notice of termination to EMC.

Furthermore, we have agreed in the administrative services agreement that we will be responsible for, and will indemnify EMC with respect to, our own losses for property damage or personal injury in connection with the services provided, except to the extent that such losses are caused by the gross negligence, breach, bad faith or willful misconduct of EMC. As of December 31, 2008, we provide most of the services subject to the Administrative Services Agreement for ourselves. However, the agreement has not been terminated and remains in effect.

**Table of Contents***Tax Sharing Agreement*

We have been included in EMC's consolidated group (the "Consolidated Group") for U.S. federal income tax purposes, as well as in certain consolidated, combined or unitary groups that include EMC and/or certain of its subsidiaries (a "Combined Group") for state and local income tax purposes. We entered into a new tax sharing agreement that became effective upon consummation of our IPO. Pursuant to the tax sharing agreement, we and EMC generally will make payments to each other such that, with respect to tax returns for any taxable period in which we or any of our subsidiaries are included in the Consolidated Group or any Combined Group, the amount of taxes to be paid by us is determined, subject to certain adjustments, as if we and our subsidiaries included in the Consolidated Group or Combined Group filed our own consolidated, combined or unitary tax return. EMC prepares pro forma tax returns for us with respect to any tax return filed with respect to the Consolidated Group or any Combined Group in order to determine the amount of tax sharing payments under the tax sharing agreement. We are responsible for any taxes with respect to tax returns that include only us and our subsidiaries.

EMC is primarily responsible for controlling and contesting any audit or other tax proceeding with respect to the Consolidated Group or any Combined Group. Disputes arising between the parties relating to matters covered by the tax sharing agreement are subject to resolution through specific dispute resolution provisions.

We are included in the Consolidated Group for periods in which EMC owned at least 80% of the total voting power and value of our outstanding stock. EMC, during any part of a consolidated return year, is liable for the tax on the consolidated return of such year, except for such taxes related to (i) our separate tax liability and (ii) our business and operations, of such year and for any subsequently determined deficiency thereon. Similarly, in some jurisdictions, each member of a consolidated, combined or unitary group for state, local or foreign income tax purposes is jointly and severally liable for the state, local or foreign income tax liability of each other member of the consolidated, combined or unitary group. Accordingly, although the tax sharing agreement allocates tax liabilities between us and EMC, for any period in which we were included in the Consolidated Group or a Combined Group, we could be liable in the event that any income tax liability was incurred, but not discharged, by any other member of the Consolidated Group or a Combined Group.

Our and EMC's respective rights, responsibilities and obligations with respect to any possible spin-off of our stock to EMC stockholders are set forth in the tax sharing agreement. If EMC were to decide to pursue a possible spin-off, we have agreed to cooperate with EMC and to take any and all actions reasonably requested by EMC in connection with such a transaction. We have also agreed not to knowingly take or fail to take any actions that could reasonably be expected to preclude EMC's ability to undertake a tax-free spin-off. In the event EMC completes a spin-off, we have agreed not to take certain actions, such as asset sales or contributions, mergers, stock issuances or stock sales within the two years following the spin-off without first obtaining the opinion of tax counsel or an Internal Revenue Service ruling to the effect that such actions will not result in the spin-off failing to qualify as a tax-free spin-off. In addition, we generally would be responsible for, among other things, any taxes resulting from the failure of a spin-off to qualify as a tax-free transaction to the extent such taxes are attributable to, or result from, any action or failure to act by us or certain transactions involving us following a spin-off and a percentage of such taxes to the extent such taxes are not attributable to, or do not result from, any action or failure to act by either us or EMC.

*Insurance Matters Agreement*

We also entered into an insurance matters agreement with EMC in conjunction with our IPO. Pursuant to the insurance matters agreement, EMC maintains insurance policies covering, and for the benefit of, us and our directors, officers and employees. The insurance policies maintained by EMC under the insurance matters agreement are comparable to those maintained by EMC and covering us prior to our IPO. Except to the extent that EMC allocates a portion of its insurance costs to us, we must reimburse EMC, as the case may be, for premium expenses, deductibles or retention amounts, and all other costs and expenses that EMC may incur in connection with the insurance coverage EMC maintains for us. We are responsible for any action against

VMware in connection with EMC's maintenance of insurance coverage for us, including as a result of the level

## **Table of Contents**

or scope of any insurance, the creditworthiness of any insurance carrier, the terms and conditions of any policy, or the adequacy or timeliness of any notice to an insurance carrier in connection with a claim or potential claim or otherwise, during the term of the insurance matters agreement, except to the extent that such action arises out of or is related to the breach by EMC of the insurance matters agreement or the related insurance policies, or the gross negligence, bad faith or willful misconduct of EMC in connection with the insurance matters agreement or the related insurance policies.

The term of the insurance matters agreement will expire on a date which is 45 days after the date upon which EMC owns shares of our common stock representing less than a majority of the votes entitled to be cast by all holders of our common stock.

### *Employee Benefits Agreement*

We have also entered into an employee benefits agreement with EMC. The employee benefits agreement allocates liabilities and responsibilities relating to employee compensation and benefit plans and programs and other related matters, including the treatment of outstanding EMC equity awards which may be held by our employees and the allocation of certain retirement plan assets and liabilities and the ownership of work product developed for our benefit.

### *Intellectual Property Agreement*

The terms of the intellectual property agreement formalize the relationship between us and EMC with respect to our use of certain EMC source code and associated intellectual property rights, as well as EMC's use of certain VMware source code and associated intellectual property rights.

Under the terms of the intellectual property agreement, we and EMC fully release one another from claims resulting from any acts of infringement that might have occurred prior to the date our IPO was completed. Going forward, EMC will provide to us license rights under certain source code and associated intellectual property rights to design, develop, distribute, service and support our existing products, as well as any updates, upgrades and future versions of those products, and the implementation of interoperability between future VMware products and EMC products. These rights exclude our ability to use EMC's intellectual property to create certain types of products.

We, in turn, will provide to EMC license rights under certain source code and associated intellectual property rights to design, develop, distribute, service and support EMC's existing products, any updates, upgrades and future versions of those products, as well as EMC's future products. These rights exclude the ability of EMC to use our intellectual property to create certain types of products. The scope of the patent rights we provide to EMC and the scope of products with which EMC may use our intellectual property rights will be initially narrowed at such time as EMC no longer owns 50% of our common stock, and further narrowed at such time as EMC no longer owns 20% of our common stock. The scope of products with which EMC may use our intellectual property rights will also be narrowed if there is a change of control of EMC at such time as EMC no longer owns 50% of our common stock. EMC will indemnify us for any losses arising out of any use by EMC of the intellectual property rights we provide to EMC under the intellectual property agreement, and we will indemnify EMC for any losses arising out of any use by us of the intellectual property rights EMC provides to us under the intellectual property agreement.

### *Real Estate Agreements*

We entered into a real estate license agreement with EMC in conjunction with our IPO. The real estate license agreement governs the terms under which we may use the space we share, and will continue to share, with EMC at certain properties that EMC currently leases. The real estate license agreement did not materially change other arrangements we have with EMC related to shared space or the amounts we are charged for use of such space.

## **Table of Contents**

### ***Support from EMC Subsidiaries in Certain Geographic Regions.***

Prior to our IPO, we had entered into several agreements with EMC with respect to international marketing, call center support, and research and development services. EMC has continued to provide these services to us following our IPO pursuant to these agreements and similar subsequent arrangements. In certain circumstances where we do not have an established legal entity, EMC employees managed by our personnel have provided services on our behalf.

We have entered into various geographically-specific marketing services agreements with certain of EMC's subsidiaries. During 2008, these agreements involved the following countries: Argentina, Austria, Australia, Belgium, Brazil, China, Columbia, the Czech Republic, Dubai, Finland, France, Hong Kong, India, Israel, Italy, Portugal, Korea, Luxembourg, Malaysia, Mexico, the Netherlands, New Zealand, Norway, Poland, Russia, South Africa, Spain, Switzerland, Taiwan, Turkey and United Arab Emirates. The terms of these agreements are substantially similar and under such agreements, the signing EMC subsidiaries have agreed to provide us, upon our request, with services that include promoting our products, developing our customer base, and acting as a liaison to certain customers. Under the provisions of the agreements, we are charged by such EMC subsidiaries in performing services under these agreements. EMC subsidiaries provided these services to us on similar terms before such time as we entered into written agreements. The agreements are effective until terminated by either party upon 30 day written notice and in 2008 our marketing services agreements with EMC was terminated in the following countries: France, India, Italy, Netherlands and Switzerland.

We previously entered into call center service agreement with EMC Data Storage Systems (India) Private Limited, which is a subsidiary of EMC. Under the terms of the agreement, the EMC subsidiary has agreed to provide us, upon our request, with certain telephonic call center and customer support. Under the provisions of the agreement, we are charged by such EMC subsidiaries in performing services under these agreements. The agreement was terminated in March 2008.

We have entered into a Development Services Agreement with EMC Data Storage Systems (India) Private Limited, Ltd. Under the terms of the agreement, EMC's Indian subsidiary provides us with research and development services with respect to certain of our software products. The agreement automatically renews annually, but may be terminated by either party upon 30 day prior written notice. Under the provisions of the agreement, we are charged by EMC's subsidiary.

We have also entered into a Development Services Agreement with EMC Information Technology Research & Development (Beijing) Co., an EMC subsidiary. The agreement provides for the costs associated with VMware employees in China working at the EMC China subsidiary to be charged to us and for us to own the technology and intellectual property developed by VMware employees in China.

### ***Ongoing and Ordinary Course of Business Agreements.***

In March 2008, we entered into a Professional Services Agreement with EMC which will govern the consulting and implementation services related to products VMware purchases from EMC for internal use. During 2008, statements of work valued at approximately \$245,000 were entered into.

In March 2008, we entered into a Software OEM Agreement with EMC pursuant to which VMware licenses EMC's xHive software for distribution with VMware VirtualCenter. Under the agreement VMware prepays license fees of approximately \$1.15 million for up to a certain number development and distribution licenses and an additional \$126,500 for support services for a certain period for the licenses. During 2008, VMware paid EMC \$1.15 million in connection with this agreement.

We also entered into various licensing, technology and marketing partnering agreements with EMC during 2008 relating primarily to furthering the interoperability of our respective technologies. In addition to the internal resources of each company utilized to support these projects, during 2008, the approximate value of expenditures under such agreements was \$135,000.

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**Table of Contents**

**Our Relationship with Intel Corporation**

On August 22, 2007, we issued 9.5 million shares of Class A common stock to Intel Capital Corporation at a price of \$23.00 per share. In connection with Intel's investment, we agreed to the appointment to our Board of Directors of an Intel executive acceptable to our Board. Renee James, the Vice President and General Manager, Software and Solutions Group of Intel, was appointed to our Board of Directors in September 2007 pursuant to this agreement.

As of December 12, 2008, Intel holds 6,143,476 shares of our Class A common stock, representing as of March 1, 2009, 6.78% of our Class A common stock, approximately 1.57% of our total outstanding common stock and less than 1% of our total voting power.

We have in the past done business, and expect to continue to do business, with Intel on regular, arm's-length basis, on the same or similar terms as would be negotiated with unrelated third parties.

During 2008, Intel ordered approximately \$467,000 of products and/or services from us. We also entered into various licensing, technology and marketing partnering agreements with Intel during 2008 relating primarily to furthering the interoperability of our respective technologies. In addition to the internal resources of each company utilized to support these projects, the approximate value of incurred expenditures under such agreements was \$135,000.

**Our Relationship with Cisco**

On July 26, 2007, we were party to a stock purchase agreement with Cisco and EMC, pursuant to which Cisco agreed to purchase 6.0 million shares of VMware Class A common stock from EMC at a price of \$25.00 per share. In connection with Cisco's stock purchase, we agreed to consider the appointment to our Board of Directors of a Cisco executive acceptable to our Board. Dennis Powell, then the Executive Vice President and Chief Financial Officer of Cisco, was proposed by Cisco as a potential director pursuant to this arrangement between Cisco and VMware, and was subsequently appointed to our Board in November 2007. Mr. Powell has since retired from his position as Cisco's Executive Vice President and Chief Financial Officer effective February 15, 2008, but continues to be employed by Cisco as an Executive Advisor on an at-will basis on a reduced schedule.

As of March 1, 2009, Cisco held 6.5 million shares of our Class A common stock, representing 7.17% of our Class A common stock, approximately 1.66% of our total outstanding common stock and less than 1% of our total voting power.

We have in the past done business, and expect to continue to do business, with Cisco on regular, arm's-length basis, on the same or similar terms as would be negotiated with unrelated third parties. During 2008, Cisco engaged in purchases of approximately \$5.1 million of products and/or services from us and we were invoiced for approximately \$2.1 million of products and/or services from Cisco.

Since January 1, 2008, we have entered into various licensing, technology and marketing partnering agreements relating primarily to furthering the interoperability of our respective technologies. In addition to the internal resources of each company utilized to support these projects, the approximate value of incurred and committed expenditures under such agreements was \$335,000.

**Other Transactions With Related Persons**

John R. Egan, one of our Directors, is a managing partner and general partner in Egan-Managed Capital II, L.P., which holds an equity interest in Softrax Corporation of greater than 10%. During 2008, VMware amended an agreement with Softrax for the licensing, implementation and maintenance of Softrax software. The approximate value of the amended agreement is \$880,000, of which approximately \$480,000 was invoiced in 2008.



**Table of Contents**

In addition, from time to time, we may purchase or sell goods and services in the ordinary course of business with financial institutions that beneficially own 5% or more of our Class A common stock. We have in the past done business, and expect to continue to do business, with entities affiliated with UBS AG, FMR LLC and AXA Assurances I.A.R.D. Mutuelle, financial institutions that beneficially own (or beneficially owned during 2008) 5% or more of our Class A common stock, on regular, arm's-length basis, on the same or similar terms as would be negotiated with unrelated third parties. UBS Financial Services, Inc., an affiliate of UBS, is our stock plan administrator and became a greater than 5% beneficial owner of our Class A common stock as of September 30, 2008. We did not directly participate in transactions with UBS in an amount greater than \$120,000 during the fourth quarter of 2008. However, UBS Financial Services receives a brokerage fee for each market transaction conducted by our employees through their UBS accounts. Similarly we did not directly participate in transactions with FMR in an amount greater than \$120,000 during 2008. However, our 401(k) plan is administered by Fidelity Investments, an affiliate of FMR LLC. During the period in 2008 that AXA beneficially owned more than 5% of our Class A common stock, AXA ordered approximately \$239,000 of products and/or services from us.

**Table of Contents**

**AUDIT COMMITTEE REPORT**

*The information contained in this report shall not be deemed to be soliciting material, to be filed with the SEC or be subject to Regulation 14A or Regulation 14C (other than as provided in Item 407 of Regulation S-K) or to the liabilities of Section 18 of the Securities Exchange Act of 1934, and shall not be deemed to be incorporated by reference in future filings with the SEC except to the extent that VMware specifically incorporates it by reference into a document filed under the Securities Act of 1933 or the Securities Exchange Act of 1934.*

The Audit Committee has reviewed and discussed with VMware's management and PricewaterhouseCoopers LLP the audited consolidated financial statements of VMware contained in VMware's Annual Report on Form 10-K for the 2008 fiscal year. The Audit Committee has also discussed with PricewaterhouseCoopers LLP the matters required to be discussed by SAS No. 61, as amended (AICPA, *Professional Standards*, Vol. 1. AU section 380), as adopted by the Public Company Accounting Oversight Board in Rule 3200T.

The Audit Committee has received and reviewed the written disclosures and the letter from PricewaterhouseCoopers LLP required by applicable requirements of the Public Accounting Oversight Board regarding PricewaterhouseCoopers LLP's communications with the Audit Committee concerning independence, and has discussed with PricewaterhouseCoopers LLP its independence from VMware.

Based on the review and discussions referred to above, the Audit Committee recommended to the Board of Directors that the audited consolidated financial statements be included in VMware's Annual Report on Form 10-K for its 2008 fiscal year for filing with the Securities and Exchange Commission.

**Submitted by the Audit Committee**

Michael W. Brown, *Chair*

Renee J. James

Dennis D. Powell

**Table of Contents**

**STOCKHOLDER PROPOSALS**

To be eligible for inclusion in VMware's proxy statement for the 2010 Annual Meeting of Stockholders, stockholder proposals must be received at VMware's principal executive offices no later than December 8, 2009. Stockholder proposals should be addressed to: VMware Inc., 3401 Hillview Avenue, Palo Alto, California 94304, Attn: Legal Department, Facsimile Number (650) 427-4700

**ADVANCE NOTICE PROCEDURES**

Under our Bylaws, nominations for a director may be made only by the Board of Directors, a nominating committee of the Board of Directors, a person appointed by the Board of Directors or by a stockholder entitled to vote who has delivered notice to the Secretary at the principal executive offices of VMware (containing certain information specified in the Bylaws) (i) not less than 90 days nor more than 120 days prior to the anniversary date of the preceding year's annual meeting, or (ii) if the meeting is called for a date more than thirty days before or after such anniversary date, not earlier than the close of business on 120 days prior to such annual meeting and not later than the close of business on the later of (a) 90 days prior to such annual meeting and (b) the tenth day following the date of public announcement of such meeting is first made by VMware. The Bylaws also provide that no business may be brought before an annual meeting except as specified in the notice of the annual meeting or as otherwise brought before the annual meeting by or at the direction of the Board of Directors, the presiding officer or by a stockholder entitled to vote at such annual meeting who has delivered notice to the Secretary at the principal executive offices of VMware (containing certain information specified in our Bylaws) within the periods prior to the meeting specified in the preceding sentence. In each case, stockholders must also comply with the procedural requirements in our Bylaws.

These requirements are separate and apart from the requirements that a stockholder must meet in order to have a stockholder proposal included in VMware's proxy statement under Rule 14a-8 of the Securities Exchange Act of 1934 discussed above in *Stockholder Proposals*. A copy of the full text of the Bylaw provisions discussed above may be obtained by writing to VMware at 3401 Hillview Avenue, Palo Alto, California 94304, Attention: Legal Department. Our Bylaws are also on file with the SEC, and are available through its website at <http://www.sec.gov>.

Any stockholder who wishes to bring a proposal or nominate a person for election to the Board at VMware's 2010 Annual Meeting of Stockholders must provide written notice of the proposal or nomination to VMware's Secretary, at our address specified above, after January 26, 2010 and prior to February 27, 2010.

**SECTION 16(A) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE**

Section 16(a) of the Exchange Act requires VMware's executive officers and directors, and persons who own more than 10% of the common stock, to file reports of ownership and changes in ownership with the SEC and the NYSE. Executive officers, directors and greater than 10% stockholders are required by SEC regulations to furnish us with all copies of Section 16(a) forms they file.

Based solely on its review of the copies of such forms received by it, or written representations from certain reporting persons that no Form 5s were required for those persons, VMware believes that during the fiscal year ended December 31, 2008, all filing requirements were complied with in a timely fashion, except with respect to EMC Corporation. On August 23, 2007, EMC Corporation sold 6,000,000 shares of our Class A common stock to Cisco. A Form 4 reporting this transaction was filed on October 31, 2008.

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**Table of Contents**

**HOUSEHOLDING**

If you and other residents with the same last name at your mailing address own shares of common stock in street name, your broker or bank may have sent you a notice that your household will receive only one annual report and proxy statement for each company in which you hold stock through that broker or bank. This practice of sending only one copy of proxy materials is known as householding. If you received a householding communication, your broker will send one copy of VMware's 2009 proxy statement to your address unless contrary instructions were given by any stockholder at that address. If you received more than one copy of the proxy materials this year and you wish to reduce the number of reports you receive in the future and save VMware the cost of printing and mailing these reports, your broker will discontinue the mailing of reports on the accounts you select if you mark the designated box on your proxy card, or follow the instructions provided when you vote over the Internet.

You may revoke your consent to householding at any time by contacting Broadridge Financial Solutions, Inc. (Broadridge), either by calling toll free at (800) 542-1061 or by writing to Broadridge, Household Department, 51 Mercedes Way, Edgewood, New York 11717. The revocation of your consent to householding will be effective 30 days following its receipt. In any event, if your household received a single set of proxy materials for this year, but you would prefer to receive your own copy, we will promptly send a copy to you if you go to [www.proxyvote.com](http://www.proxyvote.com) and request a copy, or if you address your written request to VMware Inc., Investor Relations, 3401 Hillview Avenue, Palo Alto, California 94304, or call us at (877) 486-9273.

**10-K REPORT**

**A copy of VMware's Annual Report on Form 10-K, including the financial statements and schedules thereto, required to be filed with the SEC for VMware's most recently completed fiscal year, may be found on the investor relations page of our website, <http://www.vmware.com>. In addition, VMware will provide each beneficial owner of its securities with a copy of the Annual Report on Form 10-K without charge, upon the written request of any such person. Such requests should be sent to the Investor Relations Department, VMware, Inc., 3401 Hillview Avenue, Palo Alto California, 94304.**

By order of the Board of Directors

/s/ RASHMI GARDE  
RASHMI GARDE  
*Vice President, General Counsel and Corporate Secretary*

Palo Alto, California

April 7, 2009

**Table of Contents**

**Appendix A**

*Approved by the Board of Directors of VMware, Inc., February 4, 2009 Recommend for VMware stockholder approval at May 27, 2009 Annual Meeting*

VMWARE, INC.

2007 EQUITY AND INCENTIVE PLAN

1. PURPOSE; TYPES OF AWARDS; CONSTRUCTION.

The purpose of the VMware, Inc. 2007 Equity and Incentive Plan is to attract, motivate and retain employees and independent contractors of the Company and any Subsidiary and Affiliate and non-employee directors of the Company, any Subsidiary or any Affiliate. The Plan is also designed to encourage stock ownership by such persons, thereby aligning their interest with those of the Company's shareholders and to permit the payment of compensation that qualifies as performance-based compensation under Section 162(m) of the Code. Pursuant to the provisions hereof, there may be granted Options (including incentive stock options and non-qualified stock options), and Other Stock-Based Awards, including but not limited to Restricted Stock, Restricted Stock Units, Stock Appreciation Rights (payable in shares) and Other Cash-Based Awards.

The 2007 Equity and Incentive Plan shall become effective as of the date of the adoption by the Board.

2. DEFINITIONS. For purposes of the Plan, the following terms shall be defined as set forth below:

- (a) Adoption Date means the date that the Plan was adopted by the Board.
- (b) Affiliate means an affiliate of the Company, as defined in Rule 12b-2 promulgated under Section 12 of the Exchange Act.
- (c) Award means individually or collectively, a grant under the Plan of Options, Restricted Stock, Restricted Stock Units or Other Stock-Based Awards or Other Cash-Based Awards.
- (d) Award Terms means any written agreement, contract, notice or other instrument or document evidencing an Award.
- (e) Board means the Board of Directors of the Company.
- (f) Cause shall have the meaning set forth in the Grantee's employment or other agreement with the Company, any Subsidiary or any Affiliate, if any, provided that if the Grantee is not a party to any such employment or other agreement or such employment or other agreement does not contain a definition of Cause, then Cause shall have the meaning set forth in the Award Terms.
- (g) Code means the Internal Revenue Code of 1986, as amended from time to time.

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- (h) **Committee** means the Compensation Committee of the Board. Unless otherwise determined by the Board, the Committee shall be comprised solely of directors who are (a) non-employee directors under Rule 16b-3 of the Exchange Act, (b) outside directors under Section 162(m) of the Code and (c) who otherwise meet the definition of independent directors pursuant to the applicable requirements of any national stock exchange upon which the Stock is listed. Any director appointed to the Committee who does not meet the foregoing requirements shall recuse himself or herself from all determinations pertaining to Rule 16b-3 of the Exchange Act and Section 162(m) of the Code.
  
- (i) **Company** means VMware, Inc., a corporation organized under the laws of the State of Delaware, or any successor corporation.
  
- (j) **Covered Employee** shall have the meaning set forth in Section 162(m)(3) of the Code.

A-1

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**Table of Contents**

- (k) Exchange Act means the Securities Exchange Act of 1934, as amended from time to time, and as now or hereafter construed, interpreted and applied by regulations, rulings and cases.
- (l) Exchange Offer means the offer by the Company to exchange awards issued under the Plan for awards of or with respect to the common stock of Parent held by certain employees of the Company and its Subsidiaries, as set forth in more detail in the Offer to Exchange expected to be filed by the Company and Parent.
- (m) Fair Market Value shall be the closing sales price per share of Stock for the date of grant on the principal securities exchange on which the Stock is traded or, if there is no such sale on the relevant date, then on the last previous day on which a sale was reported; if the Stock is not listed for trading on a national securities exchange, the fair market value of Stock shall be determined in good faith by the Board. For purposes of the exercise price of Options granted in the Exchange Offer, Fair Market Value shall mean the initial public offering price of the Stock as set forth in the Company's Form S-1 Registration Statement.
- (n) Grantee means a person who, as an employee or independent contractor of or non-employee director with respect to the Company, a Subsidiary or an Affiliate, has been granted an Award under the Plan.
- (o) ISO means any Option designated as and intended to be and which qualifies as an incentive stock option within the meaning of Section 422 of the Code.
- (p) NQSO means any Option that is designated as a nonqualified stock option or which does not qualify as an ISO.
- (q) Option means a right, granted to a Grantee under Section 6(b)(i), to purchase shares of Stock. An Option may be either an ISO or an NQSO.
- (r) Other Cash-Based Award means a cash-based Award granted to a Grantee under Section 6(b)(iv) hereof, including cash awarded as a bonus or upon the attainment of Performance Goals or otherwise as permitted under the Plan.
- (s) Other Stock-Based Award means an Award granted to a Grantee pursuant to Section 6(b)(iv) hereof, that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Stock, each of which may be subject to the attainment of Performance Goals or a period of continued employment or other terms and conditions as permitted under the Plan.
- (t) Parent means EMC Corporation, a Massachusetts corporation.
- (u) Performance Goals means performance goals based on one or more of the following criteria: (i) earnings including operating income, earnings before or after taxes, earnings before or after interest, depreciation, amortization, or extraordinary or special items or book value per share (which may exclude nonrecurring items); (ii) pre-tax income or after-tax income; (iii) earnings per common share (basic or diluted); (iv) operating profit; (v) revenue, revenue growth or rate of revenue growth; (vi) return on assets (gross or net), return on investment, return on capital, or return on equity; (vii) returns on sales or revenues; (viii) operating expenses; (ix) stock price appreciation; (x) cash flow, free cash flow, cash flow return on investment (discounted or otherwise), net cash provided by operations, or cash flow in excess of cost of capital; (xi) implementation or completion of critical projects or processes; (xii) economic value created; (xiii) cumulative earnings per share growth; (xiv) operating margin or profit margin; (xv) common stock price or total stockholder return; (xvi) cost targets, reductions and

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savings, productivity and efficiencies; (xvii) strategic business criteria, consisting of one or more objectives based on meeting specified market penetration, geographic business expansion, customer satisfaction, employee satisfaction, human resources management, supervision of litigation, information technology, and goals relating to acquisitions, divestitures, joint ventures and similar transactions, and budget comparisons; (xviii) personal

A-2



**Table of Contents**

professional objectives, including any of the foregoing performance goals, the implementation of policies and plans, the negotiation of transactions, the development of long term business goals, formation of joint ventures, research or development collaborations, and the completion of other corporate transactions; and (xix) any combination of, or a specified increase in, any of the foregoing. Where applicable, the Performance Goals may be expressed in terms of attaining a specified level of the particular criteria or the attainment of a percentage increase or decrease in the particular criteria, and may be applied to one or more of the Company, a Subsidiary or Affiliate, or a division or strategic business unit of the Company, or may be applied to the performance of the Company relative to a market index, a group of other companies or a combination thereof, all as determined by the Committee. The Performance Goals may include a threshold level of performance below which no payment will be made (or no vesting will occur), levels of performance at which specified payments will be made (or specified vesting will occur), and a maximum level of performance above which no additional payment will be made (or at which full vesting will occur). Each of the foregoing Performance Goals shall be determined in accordance with generally accepted accounting principles and shall be subject to certification by the Committee; provided that, to the extent an Award is intended to satisfy the performance-based compensation exception to the limits of Section 162(m) of the Code and then to the extent consistent with such exception, the Committee shall have the authority to make equitable adjustments to the Performance Goals in recognition of unusual or non-recurring events affecting the Company or any Subsidiary or Affiliate or the financial statements of the Company or any Subsidiary or Affiliate, in response to changes in applicable laws or regulations, or to account for items of gain, loss or expense determined to be extraordinary or unusual in nature or infrequent in occurrence or related to the disposal of a segment of a business or related to a change in accounting principles.

- (v) Plan means this VMware, Inc. 2007 Equity and Incentive Plan, as amended from time to time.
- (w) Restricted Stock means an Award of shares of Stock to a Grantee under Section 6(b)(ii) that is subject to certain restrictions and to a risk of forfeiture.
- (x) Restricted Stock Unit means a right granted to a Grantee under Section 6(b)(iii) of the Plan to receive shares of Stock subject to certain restrictions and to a risk of forfeiture.
- (y) Rule 16b-3 means Rule 16b-3, as from time to time in effect promulgated by the Securities and Exchange Commission under Section 16 of the Exchange Act, including any successor to such Rule.
- (z) Stock means shares of Class A common stock, par value \$0.01 per share, of the Company.
- (aa) Stock Appreciation Right means an Award that entitles a Grantee upon exercise to the excess of the Fair Market Value of the Stock underlying the Award over the base price established in respect of such Stock.
- (bb) Subsidiary means any corporation in an unbroken chain of corporations beginning with the Company if, at the time of granting of an Award, each of the corporations (other than the last corporation in the unbroken chain) owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in the chain.

### 3. ADMINISTRATION.

(a) The Plan shall be administered by the Committee or, at the discretion of the Board, the Board. In the event the Board is the administrator of the Plan, references herein to the Committee shall be deemed to include the Board. The Board may from time to time appoint a member or members of the Committee in substitution for or in addition to the member or members then in office and may fill vacancies on the Committee however caused. Subject to applicable law, the Board or the Committee may delegate to a sub-committee or individual the ability to grant Awards to employees who are not subject to potential liability under Section 16(b) of the Exchange Act with respect to transactions involving equity securities of the Company at the time any such delegated authority is exercised.



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**Table of Contents**

(b) The decision of the Committee as to all questions of interpretation and application of the Plan shall be final, binding and conclusive on all persons. The Committee shall have the authority in its discretion, subject to and not inconsistent with the express provisions of the Plan, to administer the Plan and to exercise all the power and authority either specifically granted to it under the Plan or necessary or advisable in the administration of the Plan, including without limitation, the authority to grant Awards, to determine the persons to whom and the time or times at which Awards shall be granted, to determine the type and number of Awards to be granted, the number of shares of Stock to which an Award may relate and the terms, conditions, restrictions and Performance Goals relating to any Award; to determine Performance Goals no later than such time as is required to ensure that an underlying Award which is intended to comply with the requirements of Section 162(m) of the Code so complies; to determine whether, to what extent, and under what circumstances an Award may be settled, cancelled, forfeited, accelerated (including upon a change in control), exchanged, or surrendered; to make adjustments in the terms and conditions (including Performance Goals) applicable to Awards; to construe and interpret the Plan and any Award; to prescribe, amend and rescind rules and regulations relating to the Plan; to determine the terms and provisions of the Award Terms (which need not be identical for each Grantee); and to make all other determinations deemed necessary or advisable for the administration of the Plan. The Committee may correct any defect or supply any omission or reconcile any inconsistency in the Plan or in any Award Terms granted hereunder in the manner and to the extent it shall deem expedient to carry the Plan into effect and shall be the sole and final judge of such expediency. No Committee member shall be liable for any action or determination made with respect to the Plan or any Award.

**4. ELIGIBILITY.**

(a) Awards may be granted to officers, employees, independent contractors and non-employee directors of the Company or of any of the Subsidiaries and Affiliates; provided, that (i) ISOs may be granted only to employees (including officers and directors who are also employees) of the Company or any of its related corporations (as defined in the applicable regulations promulgated under the Code) and (ii) Awards may be granted only to eligible employees who are not employed by the Company or a Subsidiary if such employees perform substantial services for the Company or a Subsidiary.

(b) No ISO shall be granted to any employee of the Company or any of its Subsidiaries if such employee owns, immediately prior to the grant of the ISO, stock representing more than 10% of the voting power or more than 10% of the value of all classes of stock of the Company or Parent or a Subsidiary, unless the purchase price for the stock under such ISO shall be at least 110% of its Fair Market Value at the time such ISO is granted and the ISO, by its terms, shall not be exercisable more than five years from the date it is granted. In determining the stock ownership under this paragraph, the provisions of Section 424(d) of the Code shall be controlling.

(c) No Award, except for Restricted Stock, shall be granted to any employee or independent contractor who is subject to Section 409A of the Code if such person is an employee or independent contractor of an Affiliate that is not a Subsidiary, unless such Award conforms to the requirements of Section 409A.

**5. STOCK SUBJECT TO THE PLAN.**

(a) The maximum number of shares of Stock reserved for the grant or settlement of Awards under the Plan (the Share Limit) shall be 100,000,000 (including the number of shares of Stock expected to be issued under the Exchange Offer) and shall be subject to adjustment as provided herein. The aggregate number of shares of Stock made subject to Awards granted during any fiscal year to any single individual shall not exceed 3,000,000. Such shares may, in whole or in part, be authorized but unissued shares or shares that shall have been or may be reacquired by the Company in the open market, in private transactions or otherwise. If any shares subject to an Award are forfeited, cancelled, exchanged or surrendered or if an Award otherwise terminates or expires without a distribution of shares to the Grantee, the shares of stock with respect to such Award shall, to the extent of any such forfeiture, cancellation, exchange, surrender, termination or expiration, again be available for Awards under the Plan.

(b) Except as provided in an Award Term or as otherwise provided in the Plan, in the event of any extraordinary dividend or other extraordinary distribution (whether in the form of cash, Stock, or other property),

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**Table of Contents**

recapitalization, stock split, reverse split, reorganization, merger, consolidation, spin-off, recapitalization, combination, repurchase, or share exchange, or other similar corporate transaction or event, the Committee shall make such equitable changes or adjustments as it deems necessary or appropriate to any or all of (i) the number and kind of shares of Stock or other property (including cash) that may thereafter be issued in connection with Awards or the total number of Awards issuable under the Plan, (ii) the number and kind of shares of Stock or other property issued or issuable in respect of outstanding Awards, (iii) the exercise price, grant price or purchase price relating to any Award, (iv) the Performance Goals and (v) the individual limitations applicable to Awards; provided that, with respect to ISOs, any adjustment shall be made in accordance with the provisions of Section 424(h) of the Code and any regulations or guidance promulgated thereunder, and provided further that no such adjustment shall cause any Award hereunder which is or becomes subject to Section 409A of the Code to fail to comply with the requirements of such section.

**6. SPECIFIC TERMS OF AWARDS.**

(a) General. Subject to the terms of the Plan and any applicable Award Terms, (i) the term of each Award shall be for such period as may be determined by the Committee, and (ii) payments to be made by the Company or a Subsidiary or Affiliate upon the grant, maturation, or exercise of an Award may be made in such forms as the Committee shall determine at the date of grant or thereafter, including, without limitation, cash, Stock or other property, and may be made in a single payment or transfer, in installments, or, subject to the requirements of Section 409A of the Code on a deferred basis.

(b) Awards. The Committee is authorized to grant to Grantees the following Awards, as deemed by the Committee to be consistent with the purposes of the Plan. The Committee shall determine the terms and conditions of such Awards, consistent with the terms of the Plan.

(i) Options. The Committee is authorized to grant Options to Grantees on the following terms and conditions:

(A) The Award Terms evidencing the grant of an Option under the Plan shall designate the Option as an ISO or an NQSO.

(B) The exercise price per share of Stock purchasable under an Option shall be determined by the Committee, but in no event shall the exercise price of an Option per share of Stock be less than the Fair Market Value of a share of Stock as of the date of grant of such Option. The purchase price of Stock as to which an Option is exercised shall be paid in full at the time of exercise; payment may be made in cash, which may be paid by check, or other instrument acceptable to the Company, or, with the consent of the Committee, in shares of Stock, valued at the Fair Market Value on the date of exercise (including shares of Stock that otherwise would be distributed to the Grantee upon exercise of the Option), or if there were no sales on such date, on the next preceding day on which there were sales or (if permitted by the Committee and subject to such terms and conditions as it may determine) by surrender of outstanding Awards under the Plan, or the Committee may permit such payment of exercise price by any other method it deems satisfactory in its discretion. In addition, subject to applicable law and pursuant to procedures approved by the Committee, payment of the exercise price may be made pursuant to a broker-assisted cashless exercise procedure. Any amount necessary to satisfy applicable federal, state or local tax withholding requirements shall be paid promptly upon notification of the amount due. The Committee may permit the minimum amount of tax withholding to be paid in shares of Stock previously owned by the employee, or a portion of the shares of Stock that otherwise would be distributed to such employee upon exercise of the Option, or a combination of cash and shares of such Stock.

(C) Options shall be exercisable over the exercise period (which shall not exceed ten years from the date of grant), at such times and upon such conditions as the Committee may determine, as reflected in the Award Terms; provided that, the Committee shall have the authority to accelerate the exercisability of any outstanding Option at such time and under such circumstances as it, in its sole discretion, deems appropriate.

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**Table of Contents**

- (D) Upon the termination of a Grantee's employment or service with the Company and its Subsidiaries or Affiliates, the Options granted to such Grantee, to the extent that they are exercisable at the time of such termination, shall remain exercisable for such period as may be provided in the applicable Award Terms, but in no event following the expiration of their term. The treatment of any Option that is unexercisable as of the date of such termination shall be as set forth in the applicable Award Terms.
  - (E) Options may be subject to such other conditions, as the Committee may prescribe in its discretion or as may be required by applicable law.
  - (F) Notwithstanding anything to the contrary herein, grants of Options may be made hereunder which have the terms and conditions set forth in the Exchange Offer.
- (ii) Restricted Stock.
- (A) The Committee may grant Awards of Restricted Stock under the Plan, subject to such restrictions, terms and conditions, as the Committee shall determine in its sole discretion and as shall be evidenced by the applicable Award Terms (provided that any such Award is subject to the vesting requirements described herein). The vesting of a Restricted Stock Award granted under the Plan may be conditioned upon the completion of a specified period of employment or service with the Company or any Subsidiary or Affiliate, upon the attainment of specified Performance Goals, and/or upon such other criteria as the Committee may determine in its sole discretion.
  - (B) The Committee shall determine the purchase price, which, to the extent required by law, shall not be less than par value of the Stock, to be paid by the Grantee for each share of Restricted Stock or unrestricted stock or stock units subject to the Award. The Award Terms with respect to such stock award shall set forth the amount (if any) to be paid by the Grantee with respect to such Award and when and under what circumstances such payment is required to be made.
  - (C) Except as provided in the applicable Award Terms, no shares of Stock underlying a Restricted Stock Award may be assigned, transferred, or otherwise encumbered or disposed of by the Grantee until such shares of Stock have vested in accordance with the terms of such Award.
  - (D) If and to the extent that the applicable Award Terms may so provide, a Grantee shall have the right to vote and receive dividends on Restricted Stock granted under the Plan. Unless otherwise provided in the applicable Award Terms, any Stock received as a dividend on or in connection with a stock split of the shares of Stock underlying a Restricted Stock Award shall be subject to the same restrictions as the shares of Stock underlying such Restricted Stock Award.
  - (E) Upon the termination of a Grantee's employment or service with the Company and its Subsidiaries or Affiliates, the Restricted Stock granted to such Grantee shall be subject to the terms and conditions specified in the applicable Award Terms.
  - (F) Notwithstanding anything to the contrary herein, grants of Restricted Stock may be made hereunder which have the terms and conditions set forth in the Exchange Offer.
- (iii) Restricted Stock Units. The Committee is authorized to grant Restricted Stock Units to Grantees, subject to the following terms and conditions:

- (A) At the time of the grant of Restricted Stock Units, the Committee may impose such restrictions or conditions to the vesting of such Awards as it, in its discretion, deems appropriate, including, but not limited to, the achievement of Performance Goals. The Committee shall have the authority to accelerate the settlement of any outstanding award of

A-6

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**Table of Contents**

Restricted Stock Units at such time and under such circumstances as it, in its sole discretion, deems appropriate, subject compliance with the requirements of Section 409A of the Code.

- (B) Unless otherwise provided in the applicable Award Terms or except as otherwise provided in the Plan, upon the vesting of a Restricted Stock Unit there shall be delivered to the Grantee, as soon as practicable following the date on which such Award (or any portion thereof) vests, that number of shares of Stock equal to the number of Restricted Stock Units becoming so vested.
  - (C) Subject to compliance with the requirements of Section 409A of the Code, Restricted Stock Units may provide the Grantee with the right to receive dividend equivalent payments with respect to Stock actually or notionally subject to the Award, which payments may be either made currently or credited to an account for the Grantee, and may be settled in cash or Stock, as determined by the Committee. Any such settlements and any such crediting of dividend equivalents may be subject to such conditions, restrictions and contingencies as the Committee shall establish, including the reinvestment of such credited amounts in Stock equivalents.
  - (D) Upon the termination of a Grantee's employment or service with the Company and its Subsidiaries or Affiliates, the Restricted Stock Units granted to such Grantee shall be subject to the terms and conditions specified in the applicable Award Terms.
- (iv) Other Stock-Based or Cash-Based Awards.
- (A) The Committee is authorized to grant Awards to Grantees in the form of Other Stock-Based Awards or Other Cash-Based Awards, as deemed by the Committee to be consistent with the purposes of the Plan. The Committee shall determine the terms and conditions of such Awards, consistent with the terms of the Plan, at the date of grant or thereafter, including the Performance Goals and performance periods. Stock or other securities or property delivered pursuant to an Award in the nature of a purchase right granted under Section 6(iv) shall be purchased for such consideration, paid for at such times, by such methods, and in such forms, including, without limitation, Stock, other Awards, notes or other property, as the Committee shall determine, subject to any required corporate action.
  - (B) With respect to a Covered Employee, the maximum value of the aggregate payment that any Grantee may receive with respect to Other Cash-Based Awards pursuant to this Section 6(b)(iii) in respect of any annual performance period is \$5,000,000 and for any other performance period in excess of one year, such amount multiplied by a fraction, the numerator of which is the number of months in the performance period and the denominator of which is twelve. No payment shall be made to a Covered Employee prior to the certification by the Committee that the Performance Goals have been attained. The Committee may establish such other rules applicable to the Other Stock- or Cash-Based Awards to the extent not inconsistent with Section 162(m) of the Code.
  - (C) Payments earned in respect of any Cash-Based Award may be decreased or, with respect to any Grantee who is not a Covered Employee, increased in the sole discretion of the Committee based on such factors as it deems appropriate.

7. GENERAL PROVISIONS.

- (a) Nontransferability, Deferrals and Settlements. Unless otherwise determined by the Committee or provided in an Award Term or set forth below, but in accordance with the Code and any applicable laws, Awards shall not be transferable by a Grantee except by will or the laws of descent and distribution and shall be exercisable during the lifetime of a Grantee only by such

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Grantee or his guardian or legal representative. Any Award shall be null and void and without effect upon any attempted assignment or transfer, except as herein provided, including without

A-7



**Table of Contents**

limitation any purported assignment, whether voluntary or by operation of law, pledge, hypothecation or other disposition, attachment, divorce, trustee process or similar process, whether legal or equitable, upon such Award. The Committee may permit Grantees to elect to defer the issuance of shares of Stock or the settlement of Awards in cash under such rules and procedures as established under the Plan to the extent that such deferral complies with Section 409A of the Code and any regulations or guidance promulgated thereunder. Notwithstanding the foregoing but subject to applicable law, the Committee in its sole discretion may grant transferable NQSOs that, upon becoming fully vested and exercisable, may be transferred to a third-party pursuant to an auction process approved or established up by the Company.

- (b) **Leave of Absence; Reduction in Service Level.** The Committee may determine, in its discretion (i) whether, and the extent to which, an Award shall vest during a leave of absence, (ii) whether, and the extent to which, a reduction in service level (for example, from full-time to part-time employment), shall cause a reduction, or other change, in an Award, and (iii) whether a leave of absence or reduction in service shall be deemed a termination of employment or service for the purpose of the Plan and the Award Terms. The Committee shall also determine all other matters relating to whether the employment or service of a recipient of an Award is continuous for purposes of the Plan and the Award Terms.
- (c) **No Right to Continued Employment, etc.** Nothing in the Plan or in any Award granted or any Award Terms, promissory note or other agreement entered into pursuant hereto shall confer upon any Grantee the right to continue in the employ or service of the Company, any Subsidiary or any Affiliate or to be entitled to any remuneration or benefits not set forth in the Plan or the applicable Award Terms or to interfere with or limit in any way the right of the Company or any such Subsidiary or Affiliate to terminate such Grantee's employment or service.
- (d) **Cancellation and Rescission of Awards.** The following provisions of this Section 7(d) shall apply to Awards granted to (i) Grantees who are classified by the Company or a Subsidiary as an executive officer, senior officer, or officer (collectively, "Officers") of the Company or a Subsidiary, (ii) Grantees who are non-employee directors of the Company, and (iii) certain other Grantees designated by the Committee or the Board to be subject to the terms of this Section 7(d) (such designated Grantees together with Officers and non-employee directors are referred to collectively as "Senior Grantees"). The Committee or the Board, in its sole discretion, may cancel, rescind, forfeit, suspend or otherwise limit or restrict any unexpired Award at any time if the Senior Grantee engages in "Detrimental Activity" (as defined below). Furthermore, in the event a Senior Grantee engages in Detrimental Activity at any time prior to or during the six months after any exercise of an Award, lapse of a restriction under an Award or delivery of Common Stock pursuant to an Award, such exercise, lapse or delivery may be rescinded until the later of (i) two years after such exercise, lapse or delivery or (ii) two years after such Detrimental Activity. Upon such rescission, the Company at its sole option may require the Senior Grantee to (i) deliver and transfer to the Company the shares of Stock received by the Senior Grantee upon such exercise, lapse or delivery, (ii) pay to the Company an amount equal to any realized gain received by the Senior Grantee from such exercise, lapse or delivery, (iii) pay to the Company an amount equal to the market price (as of the exercise, lapse or delivery date) of the Stock acquired upon such exercise, lapse or delivery minus the respective price paid upon exercise, lapse or delivery, if applicable or (iv) pay the Company an amount equal to any cash awarded with respect to an Award. The Company shall be entitled to set-off any such amount owed to the Company against any amount owed to the Senior Grantee by the Company. Further, if the Company commences an action against such Senior Grantee (by way of claim or counterclaim and including declaratory claims), in which it is preliminarily or finally determined that such Senior Grantee engaged in Detrimental Activity or otherwise violated this Section 7(d), the Senior Grantee shall reimburse the Company for all costs and fees incurred in such action, including but not limited to, the

**Table of Contents**

- Company's reasonable attorneys' fees. As used in this Section 7(d), "Detrimental Activity" shall include: (i) the failure to comply with the terms of the Plan or Award Terms; (ii) the failure to comply with any term set forth in the Company's Key Employee Agreement (irrespective of whether the Senior Grantee is a party to the Key Employee Agreement); (iii) any activity that results in termination of the Senior Grantee's employment for Cause; (iv) a violation of any rule, policy, procedure or guideline of the Company; or (v) the Senior Grantee being convicted of, or entering a guilty plea with respect to a crime whether or not connected with the Company.
- (e) **Taxes.** The Company or any Subsidiary or Affiliate is authorized to withhold from any Award granted, any payment relating to an Award under the Plan, including from a distribution of Stock, or any other payment to a Grantee, amounts of withholding and other taxes due in connection with any transaction involving an Award, and to take such other action as the Committee may deem advisable to enable the Company and Grantees to satisfy obligations for the payment of withholding taxes and other tax obligations relating to any Award. This authority shall include authority to withhold or receive Stock or other property and to make cash payments in respect thereof in satisfaction of a Grantee's tax obligations; provided, however, that the amount of tax withholding to be satisfied by withholding Stock shall be limited to the minimum amount of taxes, including employment taxes, required to be withheld under applicable federal, state and local law.
- (f) **Stockholder Approval: Amendment and Termination.** The Plan shall take effect on the Adoption Date, subject to the requisite approval of a majority of the stockholders of the Company, which approval must occur within twelve (12) months of the date that the Plan is adopted by the Board. If such approval has not been obtained within the twelve (12) month period, all Awards previously granted, exercised or purchased under the Plan shall be rescinded, canceled and become null and void. The Board may amend, alter or discontinue the Plan and outstanding Awards thereunder, but no amendment, alteration, or discontinuation shall be made that would impair the rights of a Grantee under any Award theretofore granted without such Grantee's consent, or that without the approval of the stockholders (as described below) would, except in the case of an adjustment as provided in Section 5, increase the total number of shares of Stock reserved for the purpose of the Plan. In addition, stockholder approval shall be required with respect to any amendment with respect to which shareholder approval is required under the Code, the rules of any stock exchange on which Stock is then listed or any other applicable law. Unless earlier terminated by the Board pursuant to the provisions of the Plan, the Plan shall terminate on the tenth anniversary of (i) its Adoption Date or (ii) the date the Plan is approved by a majority of the stockholders of the Company, whichever is earlier. No Awards shall be granted under the Plan after such termination date.
- (g) **No Rights to Awards; No Stockholder Rights.** No Grantee shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Grantees. No Grantee shall have any right to payment or settlement under any Award unless and until the Committee or its designee shall have determined that payment or settlement is to be made. Except as provided specifically herein, a Grantee or a transferee of an Award shall have no rights as a stockholder with respect to any shares covered by the Award until the date of the issuance of such shares.
- (h) **Unfunded Status of Awards.** The Plan is intended to constitute an unfunded plan for incentive and deferred compensation. With respect to any payments not yet made to a Grantee pursuant to an Award, nothing contained in the Plan or any Award shall give any such Grantee any rights that are greater than those of a general creditor of the Company.
- (i) **No Fractional Shares.** No fractional shares of Stock shall be issued or delivered pursuant to the Plan or any Award. The Committee shall determine whether cash, other Awards, or other property shall be issued or paid in lieu of such fractional shares or whether such fractional shares or any rights thereto shall be forfeited or otherwise eliminated.

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**Table of Contents**

- (j) Regulations and Other Approvals.
- (i) The obligation of the Company to sell or deliver Stock with respect to any Award granted under the Plan shall be subject to all applicable laws, rules and regulations, including all applicable federal and state securities laws, and the obtaining of all such approvals by governmental agencies as may be deemed necessary or appropriate by the Committee.
  - (ii) Each Award is subject to the requirement that, if at any time the Committee determines, in its absolute discretion, that the listing, registration or qualification of Stock issuable pursuant to the Plan is required by any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with, the grant of an Award or the issuance of Stock, no such Award shall be granted or payment made or Stock issued, in whole or in part, unless listing, registration, qualification, consent or approval has been effected or obtained free of any conditions not acceptable to the Committee.
  - (iii) In the event that the disposition of Stock acquired pursuant to the Plan is not covered by a then current registration statement under the Securities Act of 1933, as amended (the Securities Act ), and is not otherwise exempt from such registration, such Stock shall be restricted against transfer to the extent required by the Securities Act or regulations thereunder, and the Committee may require a Grantee receiving Stock pursuant to the Plan, as a condition precedent to receipt of such Stock, to represent to the Company in writing that the Stock acquired by such Grantee is acquired for investment only and not with a view to distribution.
- (k) Section 409A. This Plan is intended to comply and shall be administered in a manner that is intended to comply with Section 409A of the Code and shall be construed and interpreted in accordance with such intent. To the extent that an Award, issuance and/or payment is subject to Section 409A of the Code, it shall be awarded and/or issued or paid in a manner that will comply with Section 409A of the Code, including proposed, temporary or final regulations or any other guidance issued by the Secretary of the Treasury and the Internal Revenue Service with respect thereto. Any provision of this Plan that would cause an Award, issuance and/or payment to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Code Section 409A (which amendment may be retroactive to the extent permitted by applicable law).
- (l) Governing Law. The Plan and all determinations made and actions taken pursuant hereto shall be governed by the laws of the State of Delaware without giving effect to the conflict of laws principles thereof. Notwithstanding anything to the contrary herein, the Committee, in order to conform with provisions of local laws and regulations in foreign countries in which the Company or its Subsidiaries operate, shall have sole discretion to (i) modify the terms and conditions of Awards made to Grantees employed outside the United States, (ii) establish sub-plans with modified exercise procedures and such other modifications as may be necessary or advisable under the circumstances presented by local laws and regulations,; and (iii) take any action which it deems advisable to obtain, comply with or otherwise reflect any necessary governmental regulatory procedures, exemptions or approvals with respect to the Plan or any sub-plan established hereunder.

**Table of Contents**

*VMWARE, INC.*  
*3401 Hillview Ave*  
*Palo Alto, CA 94304*

**VOTE BY INTERNET - [www.proxyvote.com](http://www.proxyvote.com)**

Use the Internet to transmit your voting instructions and for electronic delivery of information up until 11:59 P.M. Eastern Time the day before the cut-off date or meeting date. Have your proxy card in hand when you access the web site and follow the instructions to obtain your records and to create an electronic voting instruction form.

**Electronic Delivery of Future PROXY MATERIALS**

If you would like to reduce the costs incurred by our company in mailing proxy materials, you can consent to receiving all future proxy statements, proxy cards and annual reports electronically via e-mail or the Internet. To sign up for electronic delivery, please follow the instructions above to vote using the Internet and, when prompted, indicate that you agree to receive or access proxy materials electronically in future years.

**VOTE BY PHONE - 1-800-690-6903**

Use any touch-tone telephone to transmit your voting instructions up until 11:59 P.M. Eastern Time the day before the cut-off date or meeting date. Have your proxy card in hand when you call and then follow the instructions.

**VOTE BY MAIL**

Mark, sign and date your proxy card and return it in the postage-paid envelope we have provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717.

TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS:

KEEP THIS PORTION FOR YOUR RECORDS

DETACH AND RETURN THIS PORTION ONLY

**THIS PROXY CARD IS VALID ONLY WHEN SIGNED AND DATED.**

**The Board of Directors recommends you vote FOR the following proposal(s).**

	<b>For</b>	<b>Against</b>	<b>Abstain</b>
<b>2</b> To ratify the selection by the Audit Committee of the Board of Directors of PricewaterhouseCoopers LLP as VMware's independent auditors for the fiscal year ending December 31, 2009.	..	..	..
<b>3</b> To approve an amendment to VMware's 2007 Equity and Incentive Plan as described in VMware's Proxy Statement.	..	..	..

Such other business as may properly come before the meeting or any adjournment thereof.

Please sign exactly as your name(s) appear(s) hereon. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. All holders must sign. If a corporation or partnership, please sign in full corporate or partnership name, by authorized officer.

**Materials Election** - Check this box if you want to receive a complete set of future proxy materials by mail, at no extra cost. If you do not take action you may receive only a Notice to inform you of the Internet availability of proxy materials.

Signature [PLEASE SIGN WITHIN BOX]    Date

Signature (Joint Owners)

Date

**Table of Contents**

**Important Notice Regarding the Availability of Proxy Materials:** The Notice & Proxy Statement, Annual Report is/are available at [www.proxyvote.com](http://www.proxyvote.com).

**ANNUAL MEETING OF STOCKHOLDERS, MAY 27, 2009**

**THIS PROXY IS SOLICITED BY THE BOARD OF DIRECTORS**

The undersigned hereby appoints Paul Maritz, our President and Chief Executive Officer, (Thomas) Tod Nielsen, our Chief Operating Officer and Mark S. Peek, our Senior Vice President and Chief Financial Officer, and each of them, proxies with full power of substitution to each, to represent and to vote at the Annual Meeting of Stockholders of VMware Inc., a Delaware corporation, to be held on May 27, 2009, at 8:00 a.m., local time, at VMware's offices at 3210 Porter Drive, Palo Alto, California 94304 and at any adjournments thereof, all the shares of Class A common stock, par value \$.01 per share, of VMware that the undersigned would be entitled to vote if personally present. The undersigned instructs such proxies or their substitutes to act on the following matters as specified by the undersigned, and to vote in such manner as such proxies or their substitutes may determine on any other matters that may properly come before the meeting.

**THE PROXY, WHEN PROPERLY EXECUTED, WILL BE VOTED AS SPECIFIED. IF NO CHOICE IS SPECIFIED, THEN THIS PROXY WILL BE VOTED IN FAVOR OF RATIFYING THE SELECTION OF PRICEWATERHOUSECOOPERS LLP AS VMWARE'S INDEPENDENT AUDITORS FOR 2009 AND APPROVING AN AMENDMENT TO THE VMWARE 2007 EQUITY AND INCENTIVE PLAN, EACH AS DESCRIBED IN VMWARE'S PROXY STATEMENT. IN THEIR DISCRETION, THE PROXIES ARE AUTHORIZED TO VOTE UPON SUCH OTHER BUSINESS AS MAY PROPERLY COME BEFORE THE MEETING AND ANY ADJOURNMENTS THEREOF.**

**PLEASE VOTE, DATE AND SIGN ON REVERSE SIDE AND RETURN PROMPTLY IN THE ENCLOSED POSTAGE-PAID ENVELOPE.**

**Continued on reverse side**