

VMWARE, INC.

Filed by
INTEL CORP

FORM SC 13D/A

(Amended Statement of Beneficial Ownership)

Filed 11/03/08

Address	3401 HILLVIEW AVENUE PALO ALTO, CA, 94304
Telephone	(650) 427-5000
CIK	0001124610
Symbol	VMW
SIC Code	3674 - Semiconductors and Related Devices
Industry	Semiconductors
Sector	Technology
Fiscal Year	01/31

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 1)***

VMware, Inc.

(Name of Issuer)

Class A Common Stock, par value \$0.01 per share
(Title of Class of Securities)

268648102
(CUSIP Number)

**D. Bruce Sewell
Senior Vice President and General Counsel
Cary I. Klafter
Corporate Secretary
Intel Corporation
2200 Mission College Boulevard
Santa Clara, CA 95052
(408) 765-8080**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 30, 2008
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box .

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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CUSIP No. 268648102

13D/A

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	INTEL CORPORATION 94-1672743
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e): <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 8,500,000
	8	SHARED VOTING POWER: 0
	9	SOLE DISPOSITIVE POWER: 8,500,000
	10	SHARED DISPOSITIVE POWER: 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON: 8,500,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES: <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 9.58%*	
14	TYPE OF REPORTING PERSON: CO	

* The calculation of the percentage is based on 88,682,977 shares of Class A Common Stock issued and outstanding on August 1, 2008, as reported in the Company's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on August 8, 2008.

AMENDMENT NO. 1 TO SCHEDULE 13D

This Amendment No. 1 amends and supplements that certain Schedule 13D filed on September 4, 2008 (the “Schedule 13D”) by Intel Corporation, a Delaware corporation (the “Reporting Person”), relating to the Class A Common Stock, par value \$0.01 per share (the “Common Stock”), of VMware, Inc., a Delaware corporation (the “Company”). Capitalized terms used herein and not otherwise defined in this Amendment No. 1 shall have the meanings set forth in the Schedule 13D. Except as specifically set forth herein, the Schedule 13D remains unmodified.

This Amendment No. 1 is being filed while the Reporting Person is in the process of verifying information required herein from their respective directors and executive officers. If the Reporting Person obtains information concerning such individuals which would cause a material change in the disclosure contained herein, an amendment to this statement will be filed that will disclose such change.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 of the Schedule 13D is hereby amended to add the following information:

On October 30, 2008, in connection with the Cisco Common Stock Purchase Agreement described in Item 4, Intel Capital Corporation, a Delaware corporation (“Intel Capital,” the Reporting Person’s wholly-owned subsidiary) sold 500,000 shares of the Common Stock to Cisco Systems International B.V., a private limited liability company formed under the laws of the Netherlands (“Cisco”), for a total purchase price of \$13,259,400 million, or \$26.5188 per share.

On October 30, 2008, in connection with the EMC Common Stock Purchase Agreement described in Item 4, Intel Capital sold 500,000 shares of the Common Stock to EMC Corporation, a Massachusetts corporation (the Company’s parent corporation), for a total purchase price of \$13,259,400 million, or \$26.5188 per share.

Item 4. Purpose of Transaction.

The first paragraph of Item 4 of the Schedule 13D is hereby amended and restated in its entirety by the following:

Common Stock Purchase Agreement

On July 9, 2007, Intel Capital and the Company entered into a Class A Common Stock Purchase Agreement (the “Common Stock Purchase Agreement”), which provided for the purchase by Intel Capital and sale by the Company of 9,500,000 shares of the Common Stock, subject to the satisfaction of certain conditions provided therein, including the execution of the Rights Agreement. On August 22, 2007, all closing conditions having been met, Intel Capital acquired 9,500,000 shares of the Common Stock for a total purchase price of \$218,500,000, or \$23.00 per share. The Common Stock Purchase Agreement entitled Intel Capital to designate an executive of the Reporting Person to be appointed to the Company’s board of directors. On September 24, 2007, Renee J. James, an Intel Capital designee, was appointed to the board of directors of the Company.

Item 4 of the Schedule 13D is hereby further amended to add the following information:

Cisco Common Stock Purchase Agreement

On October 30, 2008, Intel Capital and Cisco entered into a Class A Common Stock Purchase Agreement (the “Cisco Common Stock Purchase Agreement”) providing for the purchase by Cisco and

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sale by Intel Capital of 500,000 shares of the Common Stock and containing customary representations and warranties by each party. On October 30, 2008, pursuant to the Cisco Common Stock Purchase Agreement, Intel Capital sold to Cisco 500,000 shares of the Common Stock for a total purchase price of \$13,259,400 million, or \$26.5188 per share.

EMC Common Stock Purchase Agreement

On October 30, 2008, Intel Capital and EMC Corporation entered into a Class A Common Stock Purchase Agreement (the “EMC Common Stock Purchase Agreement”) providing for the purchase by EMC Corporation and sale by Intel Capital of 500,000 shares of the Common Stock and containing customary representations and warranties by each party. On October 30, 2008, pursuant to the EMC Common Stock Purchase Agreement, Intel Capital sold to EMC Corporation 500,000 shares of the Common Stock for a total purchase price of \$13,259,400 million, or \$26.5188 per share.

This Item 4 is qualified in its entirety by reference to the Cisco Common Stock Purchase Agreement and the EMC Common Stock Purchase Agreement, which are filed as Exhibits 99.1 and 99.2 hereto and are incorporated herein by reference.

Other Plans or Proposals

Intel Capital currently intends to sell up to 3,750,000 shares of the Common Stock in the open market commencing on or about November 4, 2008. The exact timing and amount of such sales are subject to a number of factors, including market conditions. Intel Capital may suspend or cease such sales at any time.

Item 5. Interest in Securities of the Issuer.

The first paragraph appearing after subsection (e) of Item 5 of the Schedule 13D is hereby amended and restated in its entirety by the following:

* The Reporting Person does not directly own the Common Stock of the Company. By reason of the provisions of Rule 13d-3 under the Securities Exchange Act, as amended (the “Act”), the Reporting Person is deemed to own beneficially 8,500,000 shares of the Common Stock that are owned beneficially by Intel Capital, a wholly-owned subsidiary of the Reporting Person.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is hereby amended and restated in its entirety by the following:

To the best of the knowledge of the Reporting Person without additional investigation, except for the arrangements described in Items 3, 4 or 5 of this Statement, as qualified by Exhibits 99.1 and 99.2 hereto and to the Schedule 13D, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among any person or entity referred to in Item 2, or between such persons and any other person, with respect to any securities of the Company, including, but not limited to, transfer or voting of any of the securities, finders’ fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

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Item 7. Material to Be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended to add the following exhibits:

<u>Exhibit No.</u>	<u>Description</u>
99.1	Class A Common Stock Purchase Agreement, dated as of October 30, 2008, by and between Intel Capital Corporation and CISCO SYSTEMS INTERNATIONAL B.V.
99.2	Class A Common Stock Purchase Agreement, dated as of October 30, 2008, by and between Intel Capital Corporation and EMC Corporation.

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: November 3, 2008

INTEL CORPORATION

By: /s/Arvind Sodhani

Name: Arvind Sodhani

Title: Executive Vice President

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Schedule A

DIRECTORS AND EXECUTIVE OFFICERS

The name, citizenship, business address, and present principal occupation or employment of each of the directors and executive officers of the Reporting Person are as set forth below.

Directors:

<u>Name</u>	<u>Present Principal Occupation or Employment</u>	<u>Present Business Address</u>	<u>Citizenship</u>
Craig R. Barrett	Chairman of the Board	2200 Mission College Blvd. Santa Clara, CA 95052	U.S.A
Paul S. Otellini	President and Chief Executive Officer	2200 Mission College Blvd. Santa Clara, CA 95052	U.S.A
Charlene Barshefsky	Senior International Partner, Wilmer Cutler Pickering Hale & Dorr LLP	1875 Pennsylvania Avenue, NW Washington, DC 20006	U.S.A
Susan L. Decker	President, Yahoo! Inc.	701 First Avenue Sunnyvale, CA 94089	U.S.A
Reed E. Hundt	Principal, Charles Ross Partners, LLC	1909 K Street NW, Suite 820 Washington, DC 20006	U.S.A
James D. Plummer	John M. Fluke Professor of Electrical Engineering; Frederick E. Terman Dean of the School of Engineering, Stanford University	Stanford University Terman 214, Mail Code 4027 Stanford, CA 94305	U.S.A
David S. Pottruck	Chairman and Chief Executive Officer, Red Eagle Ventures, Inc.	One California Street Suite 2630 San Francisco, CA 94111	U.S.A
Jane E. Shaw	Retired Chairman and Chief Executive Officer, Aerogen, Inc.	2200 Mission College Blvd. Santa Clara, CA 95052	U.S.A
John L. Thornton	Professor and Director of Global Leadership Tsinghua University in Beijing	375 Park Avenue, Suite 1002 New York, NY 10152	U.S.A
David B. Yoffie	Max and Doris Starr Professor of International Business Administration, Harvard Business School	Harvard Business School Morgan Hall 215, Soldiers Field Park Rd. Boston, MA 02163	U.S.A
Carol A. Bartz	Executive Chairman of the Board of Directors of Autodesk, Inc.	2200 Mission College Blvd. Santa Clara, CA 95052	U.S.A

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Non-Director Executives:

<u>Name</u>	<u>Present Principal Occupation or Employment</u>	<u>Present Business Address</u>	<u>Citizenship</u>
Andy D. Bryant	Executive Vice President Chief Administrative Officer, Finance and Enterprise Services	2200 Mission College Blvd. Santa Clara, CA 95052	U.S.A
Sean M. Maloney	Executive Vice President General Manager, Sales and Marketing Group Chief Sales and Marketing Officer	2200 Mission College Blvd. Santa Clara, CA 95052	U.S.A
David Perlmutter	Executive Vice President General Manager, Mobility Group	2200 Mission College Blvd. Santa Clara, CA 95052	U.S.A
Arvind Sodhani	Executive Vice President President, Intel Capital	2200 Mission College Blvd. Santa Clara, CA 95052	U.S.A
Robert J. Baker	Senior Vice President General Manager, Technology and Manufacturing Group	2200 Mission College Blvd. Santa Clara, CA 95052	U.S.A
Patrick P. Gelsinger	Senior Vice President General Manager, Digital Enterprise Group	2200 Mission College Blvd. Santa Clara, CA 95052	U.S.A
William M. Holt	Senior Vice President General Manager, Technology and Manufacturing Group	2200 Mission College Blvd. Santa Clara, CA 95052	U.S.A
D. Bruce Sewell	Senior Vice President General Counsel	2200 Mission College Blvd. Santa Clara, CA 95052	U.S.A
Stacy J. Smith	Vice President Chief Financial Officer	2200 Mission College Blvd. Santa Clara, CA 95052	U.S.A
Thomas M. Kilroy	Vice President General Manager, Digital Enterprise Group	2200 Mission College Blvd. Santa Clara, CA 95052	U.S.A

CLASS A COMMON STOCK PURCHASE AGREEMENT

This Class A Common Stock Purchase Agreement (the "Agreement") is entered into as of October 30, 2008 by and among **INTEL CAPITAL CORPORATION**, a Delaware corporation ("Intel"), and **CISCO SYSTEMS INTERNATIONAL B.V.**, a Private Company with Limited Liability formed under the laws of the Netherlands ("CISCO B.V.").

In consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. AGREEMENT TO PURCHASE AND SELL STOCK.

1.1. Agreement to Purchase and Sell. Subject to the terms and conditions hereof, on the date hereof, Intel shall sell to CISCO B.V., and CISCO B.V. shall purchase from Intel, 500,000 shares (the "Shares") of Class A Common Stock ("Class A Common Stock"), par value \$0.01 per share, of VMware, Inc., a Delaware corporation ("VMware"), at a price of \$26.5188 per share for an aggregate purchase price of \$13,259,400. The purchase price for the Shares shall be paid by wire transfer of immediately available funds to a designated account of Intel.

2. CLOSING; DELIVERY.

2.1. The Closing. The purchase and sale of the Shares hereunder shall take place remotely simultaneously with the execution of this Agreement (the "Closing").

2.2. Delivery. At the Closing, Intel will deliver to CISCO B.V. a letter of direction to UBS Investment Bank ("UBS"), the nominee holder of the Shares, irrevocably directing UBS to transfer the Shares to a securities account for the benefit of CISCO B.V., as designated by CISCO B.V., in either case against payment of the full purchase price for the Shares by wire transfer.

3. REPRESENTATIONS AND WARRANTIES OF INTEL. Intel hereby represents and warrants to CISCO B.V., as of the Closing, as follows:

3.1. Organization, Corporate Power. Intel is duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder.

3.2. Authorization. All corporate action on the part of Intel necessary for the authorization, execution and delivery of, and the performance of all obligations of Intel under, this Agreement, and necessary for the consummation of the transaction contemplated hereby has been taken. The execution, delivery and performance by Intel of this Agreement and the consummation of the transaction contemplated hereby will not conflict with or constitute or result in, with or without the passage of time or the giving of notice or both, either a violation, breach or default by Intel of (i) any order of any government authority binding upon Intel or (ii) the certificate of incorporation or bylaws of Intel. This Agreement constitutes (assuming due authorization, execution and delivery by CISCO B.V.) a valid and binding obligation of Intel enforceable against Intel in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors' rights generally and to general equitable principles.

3.3. Share Ownership; Good Title Conveyed. Intel is the beneficial owner of the Shares. The stock certificates, stock powers, endorsements, assignments and other instruments to be executed and delivered by Intel to CISCO B.V. at the Closing will be valid and binding obligations of Intel, enforceable in accordance with their respective terms, and will effectively vest in CISCO B.V. beneficial ownership of all the Shares.

4. REPRESENTATIONS AND WARRANTIES OF CISCO B.V.. CISCO B.V. represents and warrants to Intel, as of the Closing, as follows:

4.1 Organization, Corporate Power. CISCO B.V. is duly organized, validly existing and in good standing under the laws of the Netherlands and has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder.

4.2. Authorization. All corporate action on the part of CISCO B.V. necessary for the authorization, execution and delivery of, and the performance of all obligations of CISCO B.V. under, this Agreement, and necessary for the consummation of the transaction contemplated hereby has been taken. The execution, delivery and performance by CISCO B.V. of this Agreement and the consummation of the transaction contemplated hereby will not conflict with or constitute or result in, with or without the passage of time or the giving of notice or both, either a violation, breach or default by CISCO B.V. of (i) any order of any government authority binding upon CISCO B.V. or (ii) the certificate of incorporation or bylaws of CISCO B.V. This Agreement constitutes (assuming due authorization, execution and delivery by Intel) a valid and binding obligation of CISCO B.V. enforceable against CISCO B.V. in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors' rights generally and to general equitable principles.

4.3. Securities Act. (i) The Shares are being acquired for CISCO B.V.'s own account and not with a view to any offering or distribution within the meaning of the Securities Act of 1933, as amended (the "Securities Act") and any applicable state securities laws, (ii) CISCO B.V. has no present intention of selling or otherwise disposing of the Shares or any portion thereof in violation of such laws, (iii) CISCO B.V. has sufficient knowledge and expertise in financial and business matters so as to be capable of evaluating the merits and risks of the Shares, (iv) CISCO B.V. understands that (a) the Shares have not been registered under the Securities Act, (b) the Shares may not be sold or transferred in the absence of such registration or an exemption from such registration and (c) the Shares involves a high degree of risk and CISCO B.V. is capable of bearing the economic risks of the Shares, and (v) all material documents, records and books pertaining to the Shares have, on request, been made available to it. CISCO B.V. is the holder of approximately 6,000,000 shares of VMware's Class A Common Stock, and has nominated an individual who has been elected as a member of the Board of Directors of VMware. Accordingly, CISCO B.V. has access to all information relating to VMware that CISCO B.V. believes is relevant to CISCO B.V.'s decision to purchase the Shares.

5. MISCELLANEOUS.

5.1. Governing Law. This Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed and construed in accordance with the internal laws of the State of Delaware without regard to principles of conflicts of laws.

5.2 Finder's Fees. Each party represents and warrants to the other party hereto that it has retained no finder or broker in connection with the transactions contemplated by this Agreement.

5.3 Legal Fees. Each party hereto shall pay its own legal expenses in connection with the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year herein above first written.

INTEL CAPITAL CORPORATION

2200 Mission College Boulevard

Santa Clara, California 95052

/s/ Arvind Sodhani

Signature

Arvind Sodhani

Printed Name

President, Intel Capital Corporation

EVP, Intel Corporation

Title

CISCO SYSTEMS INTERNATIONAL B.V.

Haarlerbergweg 13-19, 1101 CH

Amsterdam, The Netherlands

/s/ Ulrika Carlsson

Signature

Ulrika Carlsson

Printed Name

Managing Director

Title

CLASS A COMMON STOCK PURCHASE AGREEMENT

This Class A Common Stock Purchase Agreement (the "Agreement") is entered into as of October 30, 2008 by and among **INTEL CAPITAL CORPORATION**, a Delaware corporation ("Intel"), and **EMC CORPORATION**, a Massachusetts corporation ("EMC").

In consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. AGREEMENT TO PURCHASE AND SELL STOCK.

1.1. Agreement to Purchase and Sell. Subject to the terms and conditions hereof, on the date hereof, Intel shall sell to EMC, and EMC shall purchase from Intel, 500,000 shares (the "Shares") of Class A Common Stock ("Class A Common Stock"), par value \$0.01 per share, of VMware, Inc., a Delaware corporation ("VMware"), at a price of \$26.5188 per share for an aggregate purchase price of \$13,259,400.00. The purchase price for the Shares shall be paid by wire transfer of immediately available funds to a designated account of Intel.

2. CLOSING; DELIVERY.

2.1. The Closing. The purchase and sale of the Shares hereunder shall take place remotely simultaneously with the execution of this Agreement (the "Closing").

2.2. Delivery. At the Closing, Intel will deliver to UBS Investment Bank ("UBS") a letter of direction to UBS Investment Bank ("UBS"), the nominee holder of the Shares, irrevocably directing UBS to transfer the Shares to a securities account for the benefit of EMC, as designated by EMC, in either case against payment of the full purchase price for the Shares by wire transfer.

3. REPRESENTATIONS AND WARRANTIES OF INTEL. Intel hereby represents and warrants to EMC, as of the Closing, as follows:

3.1. Organization, Corporate Power. Intel is duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder.

3.2. Authorization. All corporate action on the part of Intel necessary for the authorization, execution and delivery of, and the performance of all obligations of Intel under, this Agreement, and necessary for the consummation of the transaction contemplated hereby has been taken. The execution, delivery and performance by Intel of this Agreement and the consummation of the transaction contemplated hereby will not conflict with or constitute or result in, with or without the passage of time or the giving of notice or both, either a violation, breach or default by Intel of (i) any order of any government authority binding upon Intel or (ii) the certificate of incorporation or bylaws of Intel. This Agreement constitutes (assuming due authorization, execution and delivery by EMC) a valid and binding obligation of Intel enforceable against Intel in accordance with its terms, subject to applicable bankruptcy,

insolvency, moratorium, reorganization and similar laws affecting creditors' rights generally and to general equitable principles.

4. REPRESENTATIONS AND WARRANTIES OF EMC. EMC represents and warrants to Intel, as of the Closing, as follows:

4.1 Organization, Corporate Power. EMC is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder.

4.2. Authorization. All corporate action on the part of EMC necessary for the authorization, execution and delivery of, and the performance of all obligations of EMC under, this Agreement, and necessary for the consummation of the transaction contemplated hereby has been taken. The execution, delivery and performance by EMC of this Agreement and the consummation of the transaction contemplated hereby will not conflict with or constitute or result in, with or without the passage of time or the giving of notice or both, either a violation, breach or default by EMC of (i) any order of any government authority binding upon EMC or (ii) the certificate of incorporation or bylaws of EMC. This Agreement constitutes (assuming due authorization, execution and delivery by Intel) a valid and binding obligation of EMC enforceable against EMC in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors' rights generally and to general equitable principles.

4.3. Securities Act. (i) The Shares are being acquired for EMC's own account and not with a view to any offering or distribution within the meaning of the Securities Act of 1933, as amended (the "Securities Act") and any applicable state securities laws, (ii) EMC has no present intention of selling or otherwise disposing of the Shares or any portion thereof in violation of such laws, (iii) EMC has sufficient knowledge and expertise in financial and business matters so as to be capable of evaluating the merits and risks of the Shares, (iv) EMC understands that (a) the Shares have not been registered under the Securities Act, (b) the Shares may not be sold or transferred in the absence of such registration or an exemption from such registration and (c) the Shares involves a high degree of risk and EMC is capable of bearing the economic risks of the Shares, and (v) all material documents, records and books pertaining to the Shares have, on request, been made available to it. EMC owns approximately 84.0% of the outstanding shares of VMware's common stock, representing 98.0% of the combined voting power of VMware's common stock, and has elected a majority of the members of the Board of Directors of VMware. EMC has access to all information relating to VMware relevant to EMC's decision to purchase the Shares.

5. MISCELLANEOUS.

5.1. Governing Law. This Agreement shall be governed by and construed in accordance with the New York Business Corporation Law of the State of New York as to matters within the scope thereof, and as to all other matters shall be governed and construed in accordance with the internal laws of the State of New York without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year herein above first written.

INTEL CAPITAL CORPORATION

2200 Mission College Boulevard

Santa Clara, California 95052

/s/ Arvind Sodhani

Signature

Arvind Sodhani

Printed Name

President, Intel Capital Corporation

EVP, Intel Corporation

Title

EMC CORPORATION

176 South Street

Hopkinton, Massachusetts 01748

/s/ C. Matthew Olton

Signature

C. Matthew Olton

Printed Name

Vice President, Corporate Development

Title