

Master License Agreement

Guide

www.suse.com

Program Guide

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Master License Agreement Program Guide

Designed for large organizations, the Master License Agreement (MLA) offers a flexible and cost-effective way to implement our solutions across your enterprise. The MLA program rewards you with discounts and other benefits based on your volume purchasing commitment.

By meeting the program purchase requirements and signing the MLA, you gain access to rewarding benefits that are unique to this program.

Licensing

SUSE® Software

You are licensed to use SUSE software according to the Master License Agreement, the End User License Agreement (EULA) and the open source license(s) that apply to specific software packages within the product. When you purchase a subscription for a SUSE product, your subscription will include software upgrades, updates and technical support for the duration of your subscription (hereafter, a “SUSE Subscription”).

SUSE Subscriptions

SUSE Subscriptions are a critical component of our SUSE buying programs. SUSE Subscriptions are part of our ongoing commitment to help you achieve success with your solutions and products. With SUSE Subscriptions, you receive the software upgrades,

updates and technical support you need to manage costs, minimize risks and focus on meeting your business objectives.

Product Upgrades and Updates

SUSE Subscriptions provide you with immediate access to new software releases and updates without additional costs, complicated budgeting cycles or individual software purchase requests. You can obtain the latest upgrades and updates automatically for access to the features and functionality that can help you maintain the highest levels of security and productivity.

Technical Support

Your SUSE subscription entitles you to a direct connection to our award-winning support organization. Every MLA customer receives:

- *Unlimited, 24-hour access for Priority*
- *Unlimited 12-hour business day access for Standard*
- *Fast and predictable response times*
- *Access to industry-leading support tools*

The information presented here is applicable worldwide (with exceptions as noted) and generally describes the MLA. This program guide is subject to change. Dollar amounts provided in this document are in U.S. dollars. Some licensing benefits may vary by geographic region. Please contact our local office for additional information. All buying programs are governed by the terms and conditions of the specific license agreement that incorporates the information provided in this program guide.

| Support Benefits | Standard SUSE Subscription | Priority SUSE Subscription |
|-----------------------------|--|---|
| Access | 12x5 | 24x7x365 |
| Technical Support Incidents | Unlimited | Unlimited |
| Response Time | Severity 1 = 2 hours Severity 2 = 4 hours Severity 3 = Next bus. day Severity 4 = Next bus. day | Severity 1 = 1 hour Severity 2 = 2 hours Severity 3 = 4 hours Severity 4 = Next bus. day |

Price Protection

As an MLA customer, you and any subsidiaries joining your existing MLA parent contract benefit from price protection on SUSE Subscription purchases, locking in pricing for the current term of the agreement. Price protection guarantees that prices for incremental purchases of the same products will not increase over the term of your agreement. With price protection you can also take advantage of any price reductions, should we release them, for your price-protected items.

At the time of your renewal, we will reset all prices according to the then-current MLA price list. We will also reset all SUSE Subscription renewals that will be due after the end of the then-current MLA term according to the then-current MLA price list. Keep in mind: Price protection does not apply to licenses that you deploy or use prior to purchase (that is, in cases of non-compliance issues), promotional or special or exception-based pricing, or purchases for additional services—such as Premium Support, consulting or training.

MLA Program and Discount Qualification

Typically, you must spend at least US\$1 million annually with SUSE under this program to qualify for the MLA. However, with prior approval, you may qualify to participate in the MLA by spending a minimum of US\$100,000 net (after discounts) annually, in SUSE Subscriptions, services or any other MLA offering. We apply the amount you spend annually on all MLA agreements with SUSE toward your annual spend requirement.

Your initial MLA order determines your initial discount level. At any time, you may request that we review your annual purchase history. If your purchases qualify, we will assign you a new membership level.

| MLA Discount Level | Required Minimum Spend in U.S. Currency |
|--------------------|--|
| 1 | \$100,000 with the required prior approval |
| 2 | \$500,000 with the required prior approval |
| 3 | \$1 million |
| 4 | \$2.5 million |
| 5 | \$5 million |

Your MLA discount is contingent upon meeting all program and contract requirements, including maintaining the appropriate spend for your discount level.

Simple MLA Pricing and Ordering Process

Ordering under the MLA is easy. Simply submit your purchase order directly to us or to your authorized reseller. Either way, you will receive the same contract discount level and your deliverables will be sent directly to you. Please keep in mind that SUSE Subscriptions that you deploy or use in advance of purchase can only be satisfied by direct transaction with us. Additionally, you must purchase non-compliant subscriptions within 30 days of discovery.

When you place your order, be sure to include the correct part numbers, pricing and contract information, including:

- *Company name*
- *Contact information*
- *Billing address*
- *SUSE Subscription dates*
- *Value-added tax (VAT) number (where applicable)*
- *Contract number*
- *Other information required to process the order*

You can obtain final pricing either directly from us or through your qualified authorized reseller.

MLA customers must place all orders via the MLA program. You cannot purchase products via the Volume License Agreement program if you already have an MLA with us.

Depending on your location, you may issue your purchase order and pay your fees in U.S. currency, euros or a local approved currency. All subsequent orders should be in same currency unless mutually agreed otherwise. Orders issued in response to quotes must correspond to the currency in which the quotes were made.

SUSE Subscriptions and other MLA purchases are not refundable except as may be expressly stated otherwise in your MLA agreement.

Detailed Purchasing Requirements

SUSE Subscriptions

You must purchase either Priority or Standard SUSE Subscriptions for all your SUSE products for the full duration of your MLA agreement. This includes SUSE products you previously acquired outside of your current MLA agreement. You must purchase SUSE Subscriptions for SUSE products you have deployed or used without associated SUSE Subscriptions within 30 days.

Subscription Availability, Past-version Product Rights

You can purchase SUSE Subscriptions during the General Support phase of the Product Support Lifecycle. Support beyond the General Support phase may be available for an additional fee plus current SUSE Subscription on the replacement product. With Subscriptions you are automatically entitled to new product upgrades and updates as soon as they become available. All products you license under the MLA are licensed for prior versions: You can purchase current SUSE Subscriptions without having to redeploy your installed versions. For example, in many cases, if you purchase or subscribe to Product A 7.0, you may opt to use Product A 6.5 until you are ready to begin using the latest version. However, at no point may a previous version and updated version be simultaneously installed under the same license

Although you have the flexibility to run older versions of products, full support may only be available on the most recent versions.

Some of the benefits of past-version product rights include:

- **Flexibility**—*You can choose the product version you want to install, yet still be licensed to use an earlier version when you choose to do so.*

- **Lower Costs**—*You can purchase latest-version licenses and choose to use an older version of the software. Because you are already licensed for the current version, you can migrate to the current version when you are ready at no additional cost.*

Although you may be using a prior product version, the MLA license version you own determines the licensing requirements for this product. For example, if you are licensed for Product B 8.0 (which is licensed by user), but are using Product B 5.1 (licensed by server connection), you would determine licensing counts by user.

When possible, you should use your existing, previous-version media for installation: We will not always have media for previous versions available for new previous-version installations, and you may not make new copies of previous version.

MLA Back Subscription Purchases

You may be required to pay SUSE Subscription fees for past MLA annual periods and related license fees resulting from unlicensed use (because of contract-compliance issues such as audit findings or other late payments). The MLA price-protected rates from previous, expired MLA terms do not apply to purchases of back SUSE Subscription payments.

You are responsible for purchasing SUSE Subscriptions from the day you copy, install or use our software products. If you cannot provide reasonable evidence of the copying, installation or use date, you may be required to pay back SUSE Subscription fees from the initial date of product purchase for unlicensed software copying, installation or use.

Agreement Terms

The MLA contract has a two-year term. We divide each contract term into annual periods. MLA contracts are evergreen, meaning they automatically renew after each term for an additional two-year term, unless you provide written notice of termination in accordance with your MLA termination provisions. To help you make the most of your budget, the MLA term date does not restrict the number of yearly SUSE Subscription purchases. For example, if you reach the first annual period in June 2015 and wish to purchase two years of SUSE Subscription at that time, you may do so, setting the date for your next SUSE Subscription renewal for June 2017, a year past your contract renewal date. Of course, you are still obligated to buy SUSE Subscriptions for additional products or licenses you use or purchase through that time.



Figure 1. Subscription Renewal Periods

You may purchase SUSE Subscriptions for one or more years of coverage, or opt to prorate if you purchase products in the middle of your MLA annual period. For example, if you purchase Product A at the beginning of an MLA annual period and need to purchase additional Product A licenses in the middle of the same annual period, you may prorate the cost of SUSE Subscriptions based on the number of months remaining in the annual period, giving you a single Subscription renewal date for all your Product A Subscriptions. Please note that you must purchase SUSE Subscriptions before deploying or using the product, even during the course of an active MLA period.

Membership Forms

MLA customer locations wishing to order as members under a parent's MLA contract must sign a membership form and submit it to our company. By signing and submitting the membership form, the MLA ordering location is executing its own agreement with us. Even so, the parent and all member agreements are linked together for the purpose of maintaining consistent contract start and end dates, and also for discount qualification purposes. We require this form for any location that wants to purchase for itself, select options different from those of other locations within the company, or select its own qualified authorized reseller.

Following are guidelines to remember when you sign the MLA membership form:

- All separate MLA ordering locations that require different bill-to addresses from those of the parent or other subsidiary locations must complete a membership form.
- The address you use on the customer purchase order determines the bill-to address.
- We require a minimum purchase of US\$5,000 net with each membership form. Subsidiaries must maintain a minimum annual net spend of US\$5,000.
- Each location must complete and sign a membership form and return it to the address given on the form.
- Upon approval of the membership form, we will assign a unique agreement number for the location. You can then place orders referencing this number.

Subscription Renewals

Your SUSE Subscriptions will automatically renew. This ensures you will not experience unintentional lapses in coverage. We require SUSE Subscription renewals under the MLA program.

You may choose not to renew the MLA agreement at the conclusion of any term by providing advance written notification according to the termination provisions in your MLA contract. Please refer to your MLA contract for specific termination requirements.

Purchase Order Due Date and Administration Fee

MLA purchase orders for SUSE Subscriptions are due five days prior to your annual period renewal date. If you do not submit your renewal purchase order to us or an authorized partner by the due date, and you have not provided notice of intent to discontinue at least 30 days before the due date, you may incur an order administration fee, which we or our authorized partner will add to your invoice. The administration fee may be as much as 20 percent of the renewal order value.

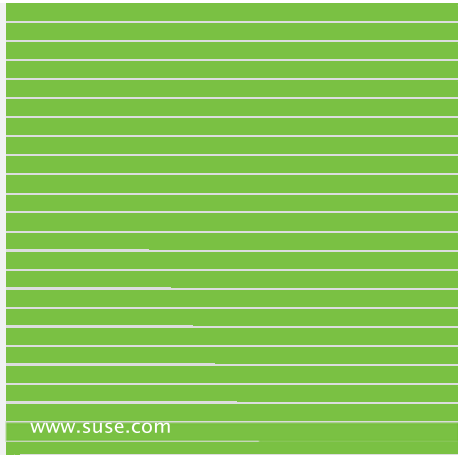
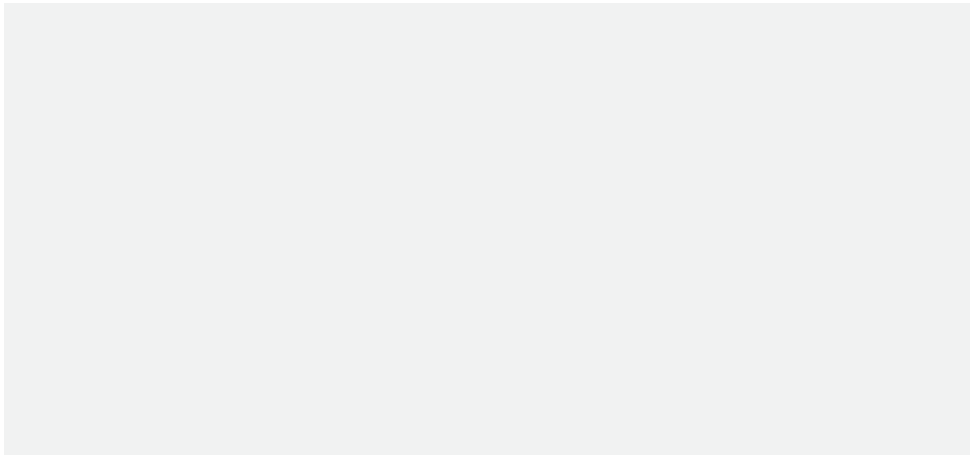
Additional Support, Training and Consulting Services

Our service offerings give you peace of mind as you design, build and support your IT systems. As an added benefit, they help you reach new discount levels under the MLA program. You can build a customized package to meet your needs and maximize the value of your investment in our products. Pricing for add-on support services is available on the price list.

We provide a broad spectrum of certification and training opportunities to support the solutions that power your business. With our certification and training, you can be prepared to meet the complexities and challenges of managing your technology while maximizing its full business potential. Whatever your learning style, we have a training option to meet your needs.

We also provide direct consulting services to help you implement the best enterprise technology solutions based on our products.

For services we provide under the MLA through a statement of work, the MLA terms (or a separately signed services agreement, if applicable), along with this Program Guide, cover the services. If you have a non-standard MLA that does not contain services terms, in the absence of a separately signed services agreement the SUSE standard terms and conditions accompanying the statement of work cover the purchase and are considered as part of this program guide.



Appendix

Notifications for Software Updates

You can subscribe to receive notifications of software updates at Customer Center. Visit www.suse.com/support for links to Customer Center, discussion forums, available updates and more.

Product Support Lifecycle

You should periodically review the product support lifecycle information for your products. This information can be found on: www.suse.com/lifecycle



Contact your local SUSE authorized reseller, or call:

SUSE
1 800 796 3700 U.S./Canada
801 861 4500 Worldwide

SUSE
Maxfeldstrasse 5
90409 Nuremberg
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