

SUSE Volume License Agreement (VLA) Program Guide

Guide

www.suse.com

Program Guide

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SUSE VLA Program Guide

The SUSE® Volume License Agreement (VLA) buying program¹ provides a flexible, easy and affordable way to purchase your SUSE products and solutions. There's no minimum purchase, no signed contract and you can purchase from one of our many authorized resellers.

SUSE Software Subscriptions and Services

SUSE Software products are delivered as subscriptions ("Subscriptions"), which allow you to use the software and its related entitlements such as support and other services for a certain period, typically 1, 3 or 5 years. You can use the Subscriptions through the date set forth on the Order as long as all your subscriptions are "current" (in other words, the end-date of the subscription hasn't passed). With SUSE Subscriptions you receive the software upgrades, updates and technical IT support you need to manage costs, minimize risks and focus on meeting your business objectives.

When you purchase SUSE Subscriptions:

- *The grants and restrictions for the Software are contained in the End User License Agreement ("EULA") accompanying the Software. A copy of the EULA can be obtained at: www.suse.com/licensing/eula/*
- *The Terms and Conditions governing the Subscriptions (e.g., Counting options and units of measure) are specified at: www.suse.com/products/terms_and_conditions.pdf*
- *The terms and conditions of the VLA program can be found at: www.suse.com/licensing/vla_documents/*

When you purchase a SUSE Subscription from your authorized reseller via the VLA program, the subscriptions and its entitlements for services and support will be delivered electronically by SUSE to your specified email address, directly upon receiving your valid order.

Product Upgrades and Updates

A current SUSE Subscription provides you with immediate access to new software releases, updates and patches without additional costs. Subscriptions give you the latest upgrades and updates automatically, helping you maintain the highest levels of security and productivity without additional and time-consuming budgeting cycles or individual software purchase requests.

Technical Support

SUSE Standard and Priority Subscriptions provide you with access to expert support engineers and powerful self-support tools, so you'll get the help you need, when you need it.

¹

The information presented here is applicable worldwide (with exceptions as noted). This program guide may be subject to change. All buying programs are governed by the terms and conditions of the specific license agreement, which incorporates the information provided in this program guide. For VLA, the terms and condition can be found at: www.suse.com/licensing/vla_documents/

Support Benefits	Standard Support Subscription	Priority Support Subscription
Access	12-hour, business days	24-hour, 365 days per year
Technical Support Service Requests	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

Additional Support, Training and Consulting Services

With Standard or Priority SUSE Subscriptions coverage in place, you may also choose to purchase, as part of the VLA program, any of our optional enterprise-level services. We provide a broad spectrum of enterprise-level support offerings, including project support or dedicated support resources who can help and understand your environment, and work together with you on your projects.

Services we provide under the VLA program are directly available via the VLA Price List². For consultancy or further customized engagements, a separate Statement of Work (SOW) will need to be created with SUSE to cover the services.

VLA Pricing

VLA pricing is based on your program participation and current (published) recommended reseller pricing. However, your authorized reseller determines final pricing.

Special VLA purchasing and subscription options, on top of the general VLA benefits, are available to qualified institutions. Qualifying customers may take advantage of special discounts through their special VLA program. SUSE has (among others) the following special VLA programs:

- For Local and Central/Federal Government (VLA-NPG)
- For recognized Non-Profit Organizations (VLA-NPG)
- For schools and/or academic institutes (VLA-ED)
- Academic hospitals (VLA-ED)
- Public Libraries (VLA-ED)
- For Resellers who host SUSE subscriptions on behalf of a customer (VLA-Hosting)

Contact your authorized reseller to see if you qualify for any of these VLA programs and if additional program benefits may apply.

Establishing Your Volume License Agreement

Virtually all SUSE Software products are available to VLA customers through our authorized resellers.

The VLA requires a simple, click-through contract on your initial order to any of our authorized resellers. We require no special forms, but to be able to deliver and subsequently support you, your order to your reseller needs to include the following information with your Purchase Order:

1. Company name—as registered with the Chamber of Commerce:
 - a) full address
2. Contact information:
 - a) Contact Person,
 - b) Phone,
 - c) E-mail,
 - d) Delivery E-mail: if different than contact email. This email will be used for guaranteed software delivery and to get access to support.
3. Product order—per product:
 - a) Correct and valid part number(s)—i.e., available via current and published VLA Price List
 - b) Quantity,
 - c) Subscription start date—Subscription end date—if period is different from the agreed subscription term, see paragraph: ‘Detailed Purchasing Requirements’ for further detail.
4. VLA customer number
5. Any other information your authorized reseller requires to process the order, such as Billing Address, VAT Number, etc.

With your first VLA order, you’ll receive a VLA customer number, which should accompany all future orders. Your authorized reseller will also receive this number and must use it to place your order with a distributor.

² Note: Instructor-led certified SUSE product and solution trainings are delivered by our authorized training partners and are related to but not directly part of the VLA buying program. Check out <http://training.suse.com/> for options.

You are free to choose and change resellers at any time—no notification to SUSE is required, and you can continue to use your VLA customer number.

An overview of authorized Accredited or Solution Partner resellers can be found at www.suse.com/partners/find-partner/. These resellers have built up a recognized level of SUSE solution expertise with dedicated resources.

However, you can select any other authorized reseller of your choice.

Using Your Volume License Agreement Number

You are able to manage all licenses, across affiliated business locations, via a single VLA agreement number, provided that all purchases and shipments go through the original entity site associated with the specific VLA agreement.

Alternatively, each affiliated business location or division may choose to establish its own VLA number. If you wish, you can use one or several VLA numbers to administer SUSE products.

Fulfilling Your Order

When you place an order with your authorized reseller, the authorized reseller transmits the order to an authorized distributor and then to SUSE. We fulfill the order directly. To help you receive and deploy software as seamlessly as possible, we deliver Subscriptions and related documentation electronically. When you order, you will receive a web link to a page from which you can log in and download your software. We will send electronic media to the email address you provide on your order.

Software media kits include the software you need to install your products. Although the software itself may not restrict additional installations, you may install only up to the number of Subscriptions you legally own.

Purchasing Subscriptions for Your Entire Install Base

To receive technical support benefits for SUSE products, you must have Standard and/or Priority Subscriptions for all SUSE software acquired, deployed, or installed (see SUSE Terms and Conditions). You may mix Standard and Priority Subscription types according to the support coverage you need for specific servers.

You must purchase Subscriptions for all instances of your SUSE product from the day you copy, install or use it. If you have a SUSE Subscription for a product without covering all instances of the full install base that your company deploys, you might create compliance and contract infringements that could result in:

- *Loss of access to technical support for any instance of the product affected*
- *License compliance verification in line with agreed terms and conditions*
- *Additional costs: If you cannot provide reasonable evidence of the copying, installation or deployment date, you may be required to pay back SUSE Subscription fees from the initial date of product purchase.*

SUSE Subscription Coverage Dates

We sell Subscriptions in increments of 1, 3 or 5 years. We calculate the term from the first day of the following month through the purchased period.

For example, for Subscriptions that you purchase on January 15, your billing term will begin on February 1 and expire on January 31 of the following year. While your term begins on the first of the month, you are entitled to receive coverage and benefits from the date of your Subscription purchase in the prior month.

Many customers experience incremental growth, requiring them to make multiple SUSE Subscription purchases throughout the year. Therefore, you might have multiple renewals each year.

Managing Your Subscriptions

You can register, maintain and view your Subscriptions at SUSE Customer Center: scc.suse.com. From SUSE Customer Center, you can also access technical support.

If you experience issues registering with SCC after the purchase of Subscriptions for a product, please contact: entitlements@suse.com

Renewing Your Subscriptions

You can easily manage the renewal of your purchased Subscriptions.

SUSE will send you a renewal notification(s) via email to inform you when a purchased subscription is getting close to expiration. However, not receiving such notification shall not relieve

you of any obligations set forth in the VLA. The notification will contain the number of Subscriptions, as well as part numbers that are up for renewal, so it is simple to provide this information to your reseller.

SUSE does not have renewal part numbers, so if you need a different number of Subscriptions from what is indicated on the renewal notification, you can simply adjust the required part numbers on the order request to your authorized reseller. You may also add other SUSE products to the same order. However, please ensure that you conduct a proper count of needed Subscriptions, because your order will be deemed a correct representation of the number of Subscriptions.

Renewing on Time

SUSE may release several high-security patches every month (on average about 10 per month, depending upon the product), in addition to numerous other important but non-critical improvements. These allow you to avoid security vulnerabilities and reduce risk continuously. To ensure that you do not incur unintentional gaps in support and service—even as short as a few days—we recommend that you place SUSE Subscription renewal purchase orders with your reseller at least five (5) days before the renewal due date.

In addition to the convenience of uninterrupted critical support services, compliance with software license policies, as well as contractual terms and conditions, uninterrupted services provide some additional key benefits:

- Reduce admin time: *Continuation of existing subscription key installment. In short, your existing environment doesn't require re-initiation of new subscription keys. If the order is placed on time, the old keys remain active, reducing the amount of time you have to register the environment.*
- Avoid unintended Services surprises: *Continuation of SUSE Technical Services, project support and/or consultancy is dependent upon the underlying Subscriptions. If those expire, the Technical Services—such as a Support Engineer or Long Term Support Services—are temporarily suspended as well.*
- Avoid unnecessary administration costs: *Late orders may require a 10% re-installation fee.*
- You want to keep your rights: *Certain products may have "grandfather" rules through which SUSE allows use of*

product features that are no longer included in the most recent version (and may have become paid-for services instead). Breaking continuous support will also discontinue any "grandfather" benefits (including pricing) you may have received. That may result in unaccounted for additional fees when finally renewing.

- Experience continuous support from 3rd-party vendors: *When your Subscriptions are no longer supported, often your support for the underlying hardware or the support for the certified workloads that you run with the Subscriptions may also go partly unsupported, even if your maintenance support with the hardware vendor is still current.*
- Receive continuous support for your service requests: *Any open Service Request worked on by SUSE Engineering that is related to Subscriptions that are not current will be placed on hold. Also, many hardware and software vendors have level 3 (back-end) engineering integration with SUSE, where we work together on reported bugs and issues. In these cases as well, if the related subscriptions are no longer current, the reported issues will be put on hold..*

SUSE wants to make sure you can benefit from the services and support that you need—continuously. Therefore, if you run into the situation of unforeseen delays in your SUSE Subscription renewal (or have any other renewal related issues), please contact your SUSE Renewal Sales representative directly as soon as possible so that we can help you address the potential gap in coverage.

Co-Terming Your Subscriptions of the Same Product to One Date

Rather than having multiple renewals each year, you may consolidate your renewals to one convenient co-term date. You may want to do so for convenience either related to Subscriptions with different end dates or related to dates that are important for you to run the business (e.g., related to budget cycles or other hardware/software renewal dates). To co-term Subscriptions, SUSE supports the purchase of a different subscription duration timeframe than is standard for a part number. Depending on the product, SUSE Subscriptions may be available as 1, 3, or 5-year part numbers. When co-terming, the selected timeframe can't be shorter than stipulated by the chosen part number duration. In addition, your reseller needs to align with SUSE before placing the order.

For example: You would like to purchase a SUSE Subscription for product A for 15 months to be able to co-term it with another subscription for the same product. You could do this by buying product A, which has a part number valid for 1 year, and pro-rate it for 15 months instead.

However, in the same example, you wouldn't be able to co-term product A for 3 months instead, because A has a minimal Subscription duration set for 1 year.

In short, co-terming is always for a period longer than 1 year.

Detailed Purchasing Requirements— What to Buy and When

You must purchase Standard and/or Priority Subscriptions for all SUSE products acquired, installed or deployed during the full duration of your Subscription term. This includes all SUSE products you previously acquired outside of your VLA agreement. All SUSE products you deploy should be under current SUSE Subscription support via the VLA program (or other SUSE authorized buying programs³).

You can review the product information for your Subscriptions at: www.suse.com/support

SUSE products are supported for up to 13 years. An overview of the available support from the moment of General Availability (GA) of a product version, its Service Packs under support and

additional support services or restrictions can be found at: www.suse.com/lifecycle/

Subscription Availability, Past-Version Product Rights

You can purchase Subscriptions during the General Support phase of the Product Support Lifecycle. Support beyond the General Support phase may be available under "Long Term Support Service" or LTSS for an additional fee in addition to a current SUSE Subscription.

With Subscriptions, you are automatically entitled to new product upgrades and updates as soon as they become available. However, all products you license under the VLA are licensed for prior versions as well. This means you can purchase or subscribe to current product subscriptions without having to redeploy your installed versions, keeping control and flexibility on when and how you would like to update SUSE products—at no additional cost.

For example, if you purchase or subscribe to Product A 12.1, you may opt to use 11.4 for the same product until you are ready to begin using the latest version.

Despite the flexibility to run older versions of products, full support is only available on versions under General Support, or Long Term Support in case you have purchased it. Also, you may be using a prior version; however, the SUSE Subscription version you own determines the licensing requirements for this product.

For example, if you are licensed for Product B 8.0, but are using Product B 5 .1, you would determine licensing counts per version 8.0.

When possible, you should use your existing previous-version media for installation, because we will not always have media for previous versions available.

Canceling Your Auto Renewals

Through the VLA's auto-renew provision, continuous renewal of your subscriptions assures guaranteed and uninterrupted support, even when your purchase order at an authorized reseller of choice may be delayed. In that case, SUSE provides uninterrupted services and you have provided authorization for your authorized reseller to invoice you for the services automatically.

To stop the continuous-support-for-automatic-invoicing agreement, you need to notify SUSE via a cancellation notification an

³ The following SUSE Subscriptions are under Valid Support in combination with additional Subscriptions purchased via VLA:

- a) If obtained via Original equipment manufacturer (OEM) hardware or appliance Delivery and where the SUSE Subscription is Valid.
- b) Active SUSE subscriptions obtained either via a reseller or directly via another SUSE recognized buying program. For example: SUSE VLA for Education Program, SUSE Cloud Server Provider Program (CSPA) or the SUSE Shop.
- c) Evaluation subscription within the approved evaluation program.
- d) Extended Evaluation use of SUSE subscriptions agreed to in additional SUSE programs among others but not limited to: SUSE Academic Program (for continuous educational lab evaluation for promotion of open sources towards students), SUSE Partner program (for demo and proof of concept purposes).

Note: The SUSE Master License Agreement (MLA) and Volume License Agreement (VLA) cannot be used by the same customer, and will require additional review and approval from SUSE.

adequate number of days before your renewal date, as specified in the VLA. The address to use for cancellation of Auto Renewals is the same as for cancellation of the VLA Agreement.

Canceling Your Volume License Agreement

Termination of your VLA is governed by the Volume License Agreement. Termination takes effect after your last SUSE Subscription have expired. You must inform us an adequate number of days prior the last expiration date, as specified in your VLA. Please use the following address:

North America, Canada, Latin America and Asia Pacific	SUSE LLC Attn: Legal - Contracts 1800 South Novell Place Provo, UT 84606 contractadmin@suse.com
Europe, the Middle East and Africa:	SUSE Software Solutions Ireland Ltd Attn: Contract Administration Corrig Court, Corrig Road, Sandyford Industrial Estate, Sandyford, Dublin 18 Ireland EMEA_Contract_Admin@suse.com

Subscriptions and other VLA purchases are not refundable, except as may be expressly stated otherwise in your VLA Agreement.

About SUSE

SUSE, a pioneer in open source software, provides reliable, interoperable Linux, cloud infrastructure and storage solutions that give enterprises greater control and flexibility. Over 25 years of engineering excellence, exceptional service and an unrivaled partner ecosystem power the products and support that help our customers manage complexity, reduce cost, and confidently deliver mission-critical services. The lasting relationships we build allow us to adapt and deliver the smarter innovation they need to succeed—today and tomorrow. www.suse.com



Contact your local SUSE Solutions
Provider, or call SUSE at:

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

SUSE
1800 S. Novell Place
Provo, UT 84606

SUSE
Maxfeldstrasse 5
90409 Nuremberg
Germany

www.suse.com