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# Volume License Agreement 1<sup>st</sup> February 2021, v2.0

Program Guide

# Volume License Agreement – Program Guide

The SUSE Volume License Agreement (VLA) program offers a flexible, easy and affordable way to purchase SUSE products and solutions. There is no minimum purchase, no signed contract, and you can purchase from one of SUSE’s many authorized resellers.

(The information presented here is applicable world-wide, with exceptions as noted, and generally describes the VLA. This program guide is subject to change. All buying programs are governed by the terms and conditions of the specific licensing agreement, which incorporates the information provided in this program guide. For VLA, the terms and conditions of the program agreement can be found at: [https://www.suse.com/media/agreement/suse\\_vla.pdf](https://www.suse.com/media/agreement/suse_vla.pdf).)

## Licensing

**SUSE Software** –SUSE software products are delivered as subscriptions which allow you to use the software and its entitlements such as support and other services for a specified period, typically 1, 3, or 5 years. When you purchase a subscription for a SUSE product, you can use the subscription for the period for which subscription fees have been paid. Your subscription will include software upgrade, updates, and technical support for the duration of your subscription (hereafter, a “SUSE Subscription”).

When you purchase SUSE Subscriptions:

- The grants and restrictions for the use of the software are contained in the End User License Agreement (EULA) accompanying the software. A copy of the EULA can be obtained at: <https://www.suse.com/licensing/eula/>.
- The terms and conditions governing the SUSE Subscription offerings (e.g. counting options and units of measure) are specified at: [https://www.suse.com/products/terms\\_and\\_conditions.pdf](https://www.suse.com/products/terms_and_conditions.pdf).

- The terms and conditions of the VLA program can be found at: [https://www.suse.com/licensing/vla\\_documents/](https://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 technical support and updates and upgrades will be delivered to you electronically by SUSE to your specified email address, directly upon receiving your valid order.

## 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.

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 business day Severity 4 = Next business day	Severity 1 = 1 hours Severity 2 = 2 hours Severity 3 = 4 hours Severity 4 = Next business day

**Rancher Support** – December 1, 2020, SUSE finalized the acquisition of Rancher Labs. For ease of continued business operations, SUSE will honor all existing Rancher customer contracts to avoid degradation of services received. Rancher customers will continue to receive support as more fully described at <https://rancher.com/support-maintenance-terms/>. Upon renewal of the Rancher subscription, Rancher customers on Rancher Standard technical support will transfer and renew at the SUSE Standard support level. Rancher customers who purchased Rancher Platinum technical support will transfer and renew at the SUSE Priority support level. Rancher customers may not downgrade Rancher Platinum technical support to SUSE Standard level of technical support. Upon renewal or future purchases of Rancher products and services, Rancher customers will transition into the relevant SUSE buying program.

### 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. SUSE has the following special VLA programs:

- For federal government (VLA-FED)
- For recognized non-profit organizations (VLA-NPG)
- For schools or academic institutions (VLA-ED)
- For academic hospitals and public libraries (VLA-ED)
- For resellers who host SUSE Subscriptions on behalf of a customer (VLA-HOST)

Contact your authorized reseller to see if you qualify for any of these VLA programs and if additional 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 placed 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:

- Company name – as registered with the Chamber of Commerce, and full address
- Contact information
  - Contact person
  - Phone
  - Email
  - Delivery Email (if different than contact email). This will be used for guaranteed software delivery and to get access to support.
- Product order – per product
  - Correct and valid part number(s) – i.e., available via current and published VLA
  - Price List
  - Quantity
  - Subscription start and end dates – if period is different from the agreed subscription term (see paragraph ‘Detailed Purchasing Requirements’ for further details).
- VLA customer number
- 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.

You may 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 resellers can be found at <https://partner.suse.com/directory/>. These resellers have built a recognized level of SUSE solution expertise, however, you can select any other authorized reseller of your choice.

#### Using Your Volume License Agreement Number

You are able to manage all subscription entitlements via a single VLA agreement number, provided that all purchases and deliveries go through the original purchasing entity location associated with the specific VLA contract.

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 the software as seamlessly as possible, we deliver SUSE 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 and 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 SUSE Subscriptions for you have paid the relevant subscriptions fees.

**Purchasing Subscriptions for Your Entire Install Base** – To receive technical support benefits for SUSE products, you must have purchased Standard and/or Priority Subscriptions for all SUSE software acquired, deployed, or installed (see the SUSE Subscription

Offering Terms and Conditions). You may mix Standard and Priority Subscription types according to the support coverage you need for specific servers.

You must purchase SUSE Subscriptions for all instances of your SUSE product from the day you copy, install, deploy, 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
- Subscription compliance verification in line with agreement terms and conditions
- Additional costs: if you cannot provide reasonable evidence of the copying, installation, deployment, or use date, you may be required to pay back SUSE Subscription fees from the initial date of product purchase.

**SUSE Subscription Coverage Dates** – We sell SUSE 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: <https://scc.suse.com/login>. 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 go to <https://myaccount.suse.com/help/login> to see our FAQ and if further help is needed, please fill in the “Request help” form in the top right hand side of the page.

### Renewing Your Subscriptions

You can easily manage the renewal of your purchased SUSE Subscriptions.

SUSE may 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 and VLA program requirements. The notification will contain the number of SUSE 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 simply adjust the required quantity 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 SUSE Subscriptions, because your order will be deemed a correct representation of the number of SUSE 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 – even as short as a few days – we recommend that you place SUSE Subscription renewal purchase orders with your reseller at least five 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 administrative time: Continuation of existing subscription key installment. In short, your existing environment does not 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 service surprises: Continuation of SUSE technical support, 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 be subject to an administration late order fee of up to 20% of the renewal order value.
- 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 SUSE 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 and fees 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 SUSE 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 SUSE 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 SUSE Subscriptions, SUSE supports the purchase of a different subscription duration time frame 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-termining, the selected time frame cannot 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 purchasing 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 would not be able to co-term Product A for 3 months instead because Product A has a minimal subscription duration set for 1 year.

In short, co-termining 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, deployed or used during the full duration of your Subscription term. This includes all SUSE products you previously acquired outside of your participation in the VLA program and agreement. All SUSE products you deploy should be under current SUSE Subscription support via the VLA Program (or other SUSE authorized buying program).

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

**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 Subscriptions fees 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 VLA 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 Subscription. 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 the latest version release 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 latest version release of the SUSE software determines the licensing requirements for this product. For example, if you are licensed for Product B 8.0 (which is licensed or counted by users), but are using Product B 5.1 (which is licensed or counted by server connections), 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 available for previous-versions when you need new installations of previous-versions. You may not make new copies of previous versions.

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](http://www.suse.com/lifecycle).

### Cancelling Your Auto Renewals

Through the VLA's auto-renewal provision, continuous renewal of your SUSE 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 support services and you have provided authorization for your authorized reseller to invoice you for the support services automatically.

To stop the continuous support for automatic invoicing agreement, you need to notify SUSE via a cancellation notification an adequate number of days as specified in the VLA before your renewal date. The address to use for Auto Renewals is the same as for cancellation of the VLA contract (see below).

### Cancelling Your Volume License Agreement

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

Please use the following address:

**North America,  
Canada, Latin  
America, and  
Asia Pacific**

SUSE LLC  
Attn: Legal Department –  
Contracts  
1800 S. Novell Place  
Provo, Utah 84606  
[contractadmin@suse.com](mailto:contractadmin@suse.com)

**Europe, 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](mailto:EMEA_Contract_Admin@suse.com)

SUSE Subscription fees and other VLA purchases are not refundable except as may be expressly stated otherwise in your VLA agreement.

### Additional Support, Training, and Consulting Services

Our service offerings give you peace of mind as you design, build, and support your IT systems. You can build a customized pack to meet your needs and maximize the value of your investment in our products. Pricing for add-on support services is available on the VLA price list<sup>2</sup>.

We provide a broad spectrum of certification and training opportunities to support the solutions that power your business. 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, govern the purchase of those 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 govern the purchase of those services and are considered as part of this Program Guide.

### Appendix

**Notifications for Software Updates** – You can subscribe to receive notifications of software updates at SUSE Customer Center. Visit [www.suse.com/support](http://www.suse.com/support) for links to SUSE 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](http://www.suse.com/lifecycle).

**Contact** – Contact your local SUSE authorized reseller or call SUSE Sales at 1(800) 796-3700.

**Notes**


<sup>1</sup>The following SUSE Subscriptions are under valid support in combination with additional Subscriptions purchased via the VLA program:

- If obtained via Original equipment manufacturer (OEM) hardware or appliance delivery where the SUSE Subscription is valid;
- Active SUSE Subscriptions obtained either via a reseller or directly via another SUSE recognized buying program. For example, SUSE VLA-ED Program, SUSE Cloud Service Provider Program (CSP) or the SUSE Shop.
- Evaluation subscription within the approved evaluation program.
- Extended Evaluation use of SUSE subscriptions agreed to in additional SUSE programs among others but not limited to: SUSE Partner One Program (for demo and proof of concept purposes), SUSE Academic Program (for continuous education lab environment for promotion of open sources towards students).

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.

<sup>2</sup>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. For more details, check out <https://training.suse.com> for options.





# SUSE

## The Power Of Many

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