



[SUSE.com](https://www.suse.com)

Master License Agreement 1st February 2021, v2.0

Program Guide

Master License Agreement – Program Guide

Designed for large organizations, the Master License Agreement (MLA) program 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 purchasing commitment.

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

(The information presented here is applicable world-wide, 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 licensing agreement that incorporates the information provided in this program guide.)

Licensing

SUSE Software –You are licensed to use the SUSE software according to the Master License Agreement, the End User License Agreement (EULA) and Subscription Terms and Conditions, and the open-source license(s) that apply to specific software packages within the product. 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”).

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 access for Standard
- Fast and predictable response times
- Access to industry-leading support tools

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.

Price Protection

As an MLA customer, you and any subsidiaries joining your existing MLA parent contract benefit from price protections on SUSE Subscription purchases, locking in pricing for the current contract term of the agreement (3 years). Price protection guarantees that prices for incremental purchases of the same products will not increase over the terms 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 subscriptions you use or deploy 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

You must spend at least US\$250,000 annually with SUSE under this program to qualify. We apply the amount you spend annually under the MLA program 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. Dollars
Level 1	\$250,000
Level 2	\$1,000,000
Level 3	\$2,500,000

Your MLA discount and continued participation in the MLA Program is contingent upon meeting all program and contract requirements, including maintaining the appropriate spend level 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 (or Fulfillment Agent). 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
- VAT (Value-added tax) number (where applicable)
- Contract number
- Other information required to process the order

You can obtain pricing either directly from us or through your authorized reseller (or Fulfillment Agent).

MLA customers must place all orders via the MLA program. If you have an MLA with us, you cannot purchase products and services under the Volume License Agreement (VLA) Program. In the event you place an order under the VLA program, your VLA purchases do not count towards your MLA annual spend levels and will not be included in the calculations to determine your discount. Your MLA discount level is determined based on purchases made under the MLA program.

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

SUSE Subscription fees 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 installations of your SUSE products for the 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 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 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 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.

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, deploy, or use our software products. If you cannot provide reasonable evidence of copying, installation, deployment, 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, deployment, or use.

Agreement Terms

The MLA contract has a three-year term. We divide each contract term into annual periods. MLA contracts are evergreen, meaning they automatically renew after each term for an additional three-year term, unless you provide written notice of termination in accordance with your MLA contract 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 which you can make. For example, if you reach the first annual period in June 2021, and wish to purchase three years of SUSE Subscriptions at that time, you may do so, setting the date for your next SUSE Subscription renewal for June 2024, a year past your contract renewal date. Of course, you are still obligated to buy SUSE Subscriptions for additional products you use or purchase through that time.

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 an active MLA annual period or term.

Membership Forms

MLA customer subsidiary locations wishing to order as members under a parent's MLA contract must sign a membership form and submit it SUSE. By signing and submitting the membership form, the MLA subsidiary 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. We require this membership form for any subsidiary location that wants to purchase for itself, select options different from those of other subsidiary locations within its company, or select its own authorized reseller (or Fulfillment Agent).

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

- All separate MLA subsidiary 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\$10,000 net with each membership form. Subsidiaries who sign a membership form and purchase separately from the parent or other subsidiary locations must maintain a minimum annual net spend of US\$10,000.
- Each subsidiary location must complete and sign a membership form and return it to the address given on the form.
- Upon approval by SUSE 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 reseller (or Fulfillment Agent) 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 reseller (or Fulfillment Agent) 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. 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 price list.

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 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.

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



SUSE

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