At a Glance
The VMware Cloud Universal program provides customers the flexibility to commit to spending a fixed amount with VMware and then retire that commitment by deploying eligible VMware Cloud Universal offerings through redemption of dedicated VMware Subscription Purchasing Program (“SPP”) Credits.

Key Benefits
VMware Cloud Universal provides a unique solution for hybrid cloud customers that need multi-cloud capacity as well as deployment flexibility. VMware Cloud Universal addresses customer concerns about:

- Future-proofed VMware-based multi-cloud investments
- Cloud migration initiatives with extended/flexible timelines
- VMware-based multi-cloud expansion
- VMware-based multi-cloud services

VMware Cloud Universal focuses on the following key benefits to address these needs:

- Choice and flexibility: Commit once and deploy any eligible service at any time during the contract term.
- VMware Cloud Acceleration Benefit (“CAB”): An incentive that is designed to offer VMware Cloud Universal customers a flexible way to leverage the value of their VMware Software-Defined Data Center (“SDDC”) perpetual licenses as they migrate on-premises workloads to VMware Cloud Universal offerings. For more information, refer to the Cloud Acceleration Benefit Program Guide
- Consistent infrastructure: a consistent infrastructure stack across on-premises and cloud deployments powered by the VMware Cloud Console

Eligible Offerings
Customers may retire their committed spend for the VMware Cloud Universal program by redeeming the dedicated SPP Credits purchased through the VMware Cloud Universal program (“VMCU Credits”) for any then-available VMware Cloud Universal eligible offerings. VMware may modify the list of Eligible Offerings at any time and will communicate those changes by updating this Program Guide. Those changes will be effective as of the date published. If VMware removes offerings from the list of VMware Cloud Universal eligible offerings, customers will no longer be able to redeem VMCU Credits for those offerings through the VMware Cloud Universal program.

As of the date of this Program Guide, the eligible VMware Cloud Universal offerings are as follows:

- VMware Cloud on AWS is a VMware-managed hosted solution that combines AWS infrastructure and VMware’s software-defined data center (“SDDC”) software in a single offering. A full product list of VMware Cloud on AWS eligible offerings can be found at https://cloud.vmware.com/vmc-aws
- VMware Site Recovery provides hot Disaster Recovery as a Service (DRaaS) with VMware Cloud on AWS.
- VMware Cloud Disaster Recovery combines cloud storage with SaaS-based management, utilizing VMware Cloud on AWS for failover capacity.
- VMware Ransomware Recovery is a purpose-built ransomware recovery-as-a-service solution for VMware Cloud on AWS, enabling safe recovery that prevents the re-infection of production workloads using an isolated recovery environment in the cloud.
- VMware Cloud Flex Storage offers a disaggregated approach to storage and compute and is especially helpful for workloads where storage evolves independently of compute. The offering is elastic, scalable, and natively integrated into VMware Cloud on AWS.
- NSX Advanced Firewall takes the network security capabilities of VMware Cloud on AWS to the next level and scales across every host in the SDDC. It provides layer 7 distributed security that scales linearly with VMs, with no blind spots during network traffic inspections.
- Google Cloud VMware Engine is a Google-managed hosted solution that combines the infrastructure of Google Inc. (“Google”) and VMware’s SDDC software in a single offering provided by Google. NOTE: Use of this offering is subject to the terms set forth below.
• **VMware Cloud on AWS Outposts** is an on-premises solution, running VMware’s enterprise-class Software-Defined Data Center (SDDC) software on AWS Outposts.

• **Azure VMware Solution** is a Microsoft-managed hosted solution that combines the infrastructure of Microsoft Corporation (“Microsoft”) and VMware’s SDDC software in a single offering provided by Microsoft. NOTE: Use of this offering is subject to the terms set forth below.

The following offerings are excluded from VMware Cloud Universal:

• Offerings that are subject to third-party restrictions that prohibit use of SPP Credits to purchase entitlements

• Offerings that VMware specifically designates as ineligible for inclusion in the VMware Cloud Universal program

• Offerings that may be limited or restricted by applicable law

### VMware Success 360

**VMware Success 360** is an optional component of the VMware Cloud Universal Program.

VMware Success 360 is a comprehensive customer success offering, with the following components:

• **Success Planning** enables the customer to create a personalized Success Plan based on the customer’s current state and its desired goals.

• **Ongoing Adoption Guidance** is self-service assistance to help customers adopt a feature or build a basic capability. This includes on-demand "how-to" or "use case" webinars.

• **Design Workshops** are live remote sessions with expert engineers to lead customers through a new feature, capability, or configuration in their system.

• **Proactive Support** helps customers speed issue resolution, minimize downtime, coordinate root cause analysis, and prevent recurring incidents.

A Success Scorecard will provide customers with a dynamic view of their enterprise environment health using critical metrics. VMware will track business value, performance value, and experience value to help ensure that customers are realizing value from the VMware solutions, and that our products are performing as expected. VMware will share progress and stay aligned with the customer through regular Executive Business Reviews to ensure stakeholders alignment.

By combining Adoption Guidance and Design Workshops with other resources such as knowledge articles, community forums, white papers, or other self-service resources, customers will have a comprehensive approach to achieving their goals for their VMware solutions, from advice through operationalization and continuous value realization.

For more information including terms and conditions, please visit the [VMware Success 360 datasheet](https://example.com) or contact [s360salesupport@vmware.com](mailto:s360salesupport@vmware.com).

### VMware Cloud Universal Essentials

**VMCU Essentials** is an optional component of the VMware Cloud Universal Program.

VMware Cloud Universal Essentials is a consumption management program that is designed with a customer’s business and financial objectives in mind. Customers will receive four hours per week of team-based:

• Consumption guidance and assistance

• On-boarding and credit redemption assistance

• License keys management

• Execution of any qualifying CAB
SPP Credits Usage

Customers may redeem VMCU SPP Credits for entitlements to VMware Cloud Universal eligible offerings. Information about SPP Credits can be found in the VMware SPP Program Guide and the VMware SPP Operations Guide, which are available at https://customerconnect.vmware.com/web/vmware/spp-landing. Purchase of VMCU SPP Credits is subject to the terms set forth in this Program Guide and in the SPP guides.

NOTE: Customers purchasing VMCU SPP Credits through the AWS Marketplace may not redeem any of those VMCU SPP Credits for entitlements to any VMware Cloud Universal offering that runs on the infrastructure of any hyperscaler other than AWS. As of the date of this Program Guide, that means the GCVE offering listed above in the “Eligible Offerings” section.

Terms Governing the Use of Eligible Offerings

Customer’s use of any redeemed Eligible Offering is subject to the applicable VMware standard terms accompanying or presented in the offering, which are available at www.vmware.com/agreements.html.

Terms Governing the Use of Google Cloud VMware Engine

If a customer redeems VMCU SPP Credits for a subscription to the Google Cloud VMware Engine offering (“GCVE”), that the following terms apply. By using the GCVE offering, the customer acknowledges and agrees to these terms:

1. Customer’s use of and claims related to GCVE are governed by (a) the then-current Google Cloud Platform Terms of Service at https://cloud.google.com/terms, excluding any provision in those terms indicating that those terms of service do not apply if the customer is accessing the Google /Cloud Platform Service as a customer of an unaffiliated Google Cloud Platform reseller (“Google TOS”), or (b) an agreement in place between Google and the customer with respect to which the customer represents and warrants that (i) it is an active and enforceable agreement, and will remain so for the duration of the customer’s use of GCVE, (ii) it has been entered into directly with Google, and (iii) it applies to the customer’s use of and claims related to the GCVE offering (“Offline Google TOS”) (in the case of (a) or (b), the “Google- Customer Agreement”).

2. VMware is acting as an independent third-party Google reseller and is not a party to the Google TOS or the Offline TOS. Google is a third-party beneficiary under any agreements between the customer and VMware that enable the customer’s redemption of the VMCU SPP Credits for a subscription to GCVE (“GCVE Order Documents”).

3. VMware has the right to view customer metadata related to the customer’s GCVE usage as tracked in VMware’s Google billing account.

4. If either the customer or Google brings a claim against the other under the Google Customer Agreement: (i) the customer will not object to VMware disclosing to Google the amount of any fees paid and payable by the customer under the GCVE Order Documents (to the extent the order relates to the entitlement to GCVE provided under the GCVE Order Documents) and (ii) the customer agrees to waive any claims that the disclosure of the fees or other information is a breach of the customer’s confidentiality rights applicable to GCVE Order Documents.

5. GCVE is only available for customers in those countries where Google has approved and enabled GCVE for resale as then-currently set forth at this link: https://cloud.google.com/gcp-territory-list (or any replacement link as Google may from time to time establish).
Terms Governing the Use of Azure VMware Solution

NOTE: Per discussion with Mirit G. (from CIBG) we will need to add language to the effect that any AVS entitlement purchased from VMware cannot be modified/terminated/whatever’d by the customer, due to the fact that these subscriptions are somehow tracked/managed differently than entitlements sold to customers by Microsoft. (Long involved explanation, and I have my notes somewhere, but this is the gist of it.)

With respect to any Azure VMware Solution (“AVS”) that Customer redeems SPP Credits for through VMware Cloud Universal, Customer acknowledges and agrees that:

1. Customer has a valid and binding agreement in place with Microsoft, the terms of which govern Customer’s use of Azure services, including AVS. If no such agreement exists then Customer’s use of, and claims related to, AVS will be governed by Microsoft’s then-current standard terms and conditions applicable to Customer’s use of Azure services (the “Microsoft Customer Agreement”). The Microsoft Customer Agreement must remain in effect in order for Customer to use AVS. The payment terms in the Microsoft Customer Agreement will not apply to Customer’s consumption of AVS purchased using SPP Credits through VMware Cloud Universal.

2. AVS does not include other Azure native services that may be required for certain common customer use cases (e.g., Azure Networking services and Azure Storage services). Customer may purchase such additional Azure native services directly from Microsoft.

3. VMware is acting as an independent third-party reseller of Microsoft and is not a party to the Microsoft Customer Agreement.

4. VMware has the right to view Customer’s usage data regarding AVS purchased using SPP Credits through VMware Cloud Universal.

5. If either Customer or Microsoft brings a claim against the other under the Microsoft Customer Agreement: (i) Customer will not object to VMware disclosing to Microsoft the amount of any fees paid and payable by Customer through VMware Cloud Universal for AVS; and (ii) Customer agrees to waive any claims that the disclosure of the fees or other information is a breach of Customer’s confidentiality rights applicable to that information.

6. AVS is only available for customers in those countries where Microsoft has approved and enabled AVS for resale as then set forth at the following link (or a successor link provided by Microsoft): Azure Products by Region | Microsoft Azure.

7. Microsoft requires a capacity confirmation approval process for each order of AVS or Azure services, including any order of AVS through redemption of SPP Credits under VMware Cloud Universal for AVS. Microsoft may reject any such order if it determines, in its sole discretion, that there is a lack of capacity to support Customer’s order.

Disclaimers

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