

VMware Cloud Universal – Program Guide

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Program Guide

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At a Glance

The VMware Cloud Universal (“VMCU”) 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.

Program Change Update

Changes to the VMware Cloud Universal Program after February 1, 2024:

- Resell of Hyperscaler solutions (Azure VMware Solution & Google Cloud VMware Engine) by Broadcom will cease from Feb 1, 2024.
- New VMCU SPP credits purchased after February 1, 2024 are only applicable to VMware Cloud on AWS

Redemption of VMware Cloud Universal SPP Credits purchased before February 1, 2024:

- Credits purchased prior to February 1, 2024 can be redeemed for Azure VMware Solution and/or Google Cloud VMware Engine until May 6, 2024
- Customers’ existing subscriptions of Hyperscaler solutions that have already been redeemed under VMCU will continue through the subscription term.
- Overages or expansions for these subscriptions will not be allowed after May 6, 2024
- Customers can purchase Azure VMware Solution, Google Cloud VMware Engine, and Oracle VMware Solution directly from Microsoft, Google, and Oracle respectively
- Other credits purchased can be redeemed for offerings in the [SPP Eligibility Matrix](#) until May 6, 2024

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>
- **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.
- **VMware Cloud on AWS Outposts** is an on-premises solution, running VMware’s enterprise-class Software-Defined Data Center (SDDC) software on AWS Outposts.

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

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 Eligibility Matrix

(<https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/solutions/vmware-spp-eligibility-matrix.pdf>.)

Purchase of VMCU SPP Credits is subject to the terms set forth in this Program Guide and in the SPP Eligibility Matrix.

NOTE: Customers who purchased 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.

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

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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