

# VMware Subscription Purchasing Program

This Subscription Purchasing Program Guide (“SPP Guide”) applies to the purchase and redemption of Subscription Purchasing Program Credits (“SPP Fund Balance”). If the SPP Credits are purchased through an Enterprise License Agreement (“ELA”), the provisions in that ELA will prevail to the extent they are inconsistent with any policies below. VMware reserves the right to modify these this SPP Guide at any time in its sole discretion but those modifications will apply only to purchases of SPP Fund Balances after the effective date of the modification. For additional details on SPP, please refer to the [SPP Operations Guide](#). Capitalized terms that are not defined in this SPP Guide have the meanings given to them in the Subscription Purchasing Program Operations Guide.

SPP Terms	SPP Prepaid Term: 1 year from the date VMware books the SPP monthly credit order. SPP Monthly Term: 1 year from the date VMware books the first SPP Monthly commitment order. The minimum SPP monthly commitment term is 12 months. Any unused SPP Fund Balances at the end of the SPP Terms, whether SPP Prepaid or SPP Monthly, will be forfeited. Customers are not entitled to a refund for any unused SPP Fund Balances.
SPP Eligible Services	Customers may redeem the SPP Fund Balance for (i) Services that are listed on the SPP Eligibility Matrix on date VMware books the customer’s SPP credit order and (ii) Services that are added to the SPP Eligibility Matrix during the SPP Term. VMware reserves the right to designate Services as End of Life (EOL) and subsequently remove them from the SPP Eligibility Matrix.
SPP Access	SPP Fund Balances are purchased either as (i) prepaid credits, paid for up front and redeemable throughout the SPP Term (“SPP Prepaid”) or (ii) monthly credits, paid for monthly and redeemable through the SPP Term (“SPP Monthly”). Those credits are delivered to the specified Fund Owner’s My VMware account as the SPP Fund Balance in VMware transacting currencies.
SPP Prepaid	Under the SPP prepaid option, the SPP credits are prepaid and do not rollover. The SPP Prepaid option does not allow new, add-on redemptions if the initial cost of the applicable redemption is more than the current SPP Fund Balance.
SPP Prepaid Overage	If a customer’s SPP Fund Balance does not have a sufficient balance to pay for an on-going Service (“Prepaid Overage”), the customer must purchase additional SPP credits to cover the Prepaid Overage. This must be done within 30 days of incurring the Prepaid Overage. SPP Fund Balances for the SPP Monthly option may not be used to pay for the Prepaid Overage.
SPP Monthly	SPP Fund Balances under the SPP Monthly option represents a monthly commitment to purchase SPP credits for the SPP Monthly Term. Customers choose their monthly commitment, which is listed in the initial SPP monthly credit order. During the SPP Monthly Term, the SPP Fund Balance will show a deposit each month for the same monthly commitment. Customers will then be billed for that commitment amount each month, which must be paid within the time period stated in the customer’s agreement with VMware or a VMware authorized partner. Customers may increase their monthly commitment at any time but may decrease their monthly commitment only in renewal window. If purchasing SPP credits through a partner, customers must purchase their monthly commitment from the same VMware authorized partner for the entire SPP Monthly Term.
SPP Monthly Rollover	Any unused SPP Fund Balances in the SPP Monthly option are rolled over into the following month but will not rollover when the SPP Monthly Term expires. Any unused SPP Fund Balance at the end of the SPP Monthly Term will be forfeited.
SPP Monthly Overage	The SPP Monthly option allows new, add-on redemptions even if the initial cost of the applicable redemption is more than the current SPP Fund Balance (“Monthly Overage”). Customers must purchase SPP Overage SKUs to cover all Monthly Overages incurred under the SPP Monthly option. VMware will bill the customer for the SPP Overage SKU, which must be paid within the time period stated in the customers’ agreement with VMware or a VMware authorized partner. SPP monthly commitment deposits cannot be used to pay for Monthly Overage.
SPP Monthly Renewal	The SPP Monthly option auto renews at the end of the SPP Monthly Term for the then-current monthly commitment and term unless the customer opts out of the automatic renewal in My VMware. In the event the customer does not renew the SPP Monthly option, Services redeemed using those SPP Fund Balances may continue and be paid for (i) with SPP Fund Balances under the SPP Prepaid option; (ii) with fund balances under the Hybrid Purchasing Program; or (ii) using standard purchase orders.

<b>SPP Monthly Termination</b>	<p>The SPP Monthly option may be terminated after the first 3 months of the SPP Monthly Term with 30 days advance written notice to VMware. There will be an early termination penalty fee equal to one month of the terminated monthly commitment fees. Terminating the SPP Monthly option does not automatically terminate the Services redeemed using the SPP Fund Balances.</p> <p>VMware may terminate a customer's SPP Monthly Credits commitment effective immediately upon sending the customer an email notice if the customer: (i) fails to pay any portion of the monthly commitment fees due or correct any Overage due within ten (10) days after receiving written notice from VMware that payment is past due; (ii) terminates or suspends its business; (iii) becomes insolvent, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or (iv) becomes subject to control of a trustee, receiver or similar authority or any bankruptcy or insolvency proceeding. All unused SPP Fund Balances are forfeited upon termination of the commitment. Customers will not be entitled to a refund for any unused SPP Fund Balances. Termination of the SPP Monthly commitment may include termination of access to any Subscription Service (SID) aligned to that SPP Monthly commitment.</p>
<b>Legal Terms</b>	<p>The customer's use of the Redeemed Services under SPP is subject to the terms and conditions accompanying the applicable service, copies of which are posted at <a href="http://www.vmware.com/download/eula">www.vmware.com/download/eula</a>.</p>
<b>SPP Billing &amp; Fund Balances</b>	<p>The SPP Fund Balances are debited in advance (i) at the time of redemption for the full value of those Services that are prepaid, (ii) monthly for those Services that billed monthly, and (iii) annually for those Services that are billed annually. On-Demand services, usage items and other applicable services are debited in arrears. If a customer redeems a service offering with a recurring payment method, the customer must maintain a sufficient fund balance for the value of that service offering.</p>

SPP eligibility restrictions apply to U.S. state and local public sector end user customers. SPP is not available to U.S. federal end user customers. Execution of an agreement to purchase SPP Fund Balances by a U.S. public sector end user customer constitutes certification that the purchase and its pre-payment is allowed by applicable laws and regulations.