

Global Support and Subscription Services “SnS” Renewals Policy



Global Support and Subscription Services “SnS” Renewals Policy

Organization/Authority: Global Compliance, Online Sales and Renewals

Last Updated: September 2015

Policy Owner: Dan Biasotti, Sr. Director, Global Support Renewals Sales

For questions about this policy, contact the Renewals Hotline in your geography

Asia, Pacific, and Japan: renewalshotlineapac@vmware.com

Europe, Middle East, & Africa: renewalshotlinemea@vmware.com

Americas: renewalshotlineamer@vmware.com

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1. Purpose – Support and Subscription Services ‘SnS’ Renewals

The purpose of this document is to define the requirements for transacting Support and Subscription Services (“SnS”) in accordance with VMware, Inc Terms and Conditions set forth at http://www.vmware.com/files/pdf/support/support_terms_conditions.pdf (hereinafter referred to as “SnS” Terms and Conditions). All terms not otherwise defined herein shall have the meaning ascribed to them in the SnS Terms and Conditions.

The requirements set in this document must be met in order to record renewals transactions as valid quotes and orders for compliance.

2. Overview – Scope of Policy

This policy is applicable to all regions and all to VMware customers, VMware Partner Network (“VPN”) distributors, and VPN reseller partners.

For more information on the VMware Partner Network, please visit: <http://www.vmware.com/files/pdf/partners/VMware-Solution-Provider-Program-Guide.pdf>

3. Renewing after Lapsed Support

In accordance with the SnS Terms and Conditions

Software that is licensed on a perpetual basis, if a Customer purchases Services after acquiring the Software Licenses, or had elected not to renew Services and later wishes to re-enroll in the Services, Customer must move to the then-current Major Release of the Software and must pay:

- (i) The applicable Services Fees for the current Services Period.
- (ii) The amount of Services Fees that would have been paid for the period of time that Customer had not enrolled in the Services.
- (iii) A twenty-percent (20%) reinstatement fee on the sum of the Services Fees in (i) and (ii).

In the case of discrepancy in this document and the terms published on VMware.com, the terms and conditions document on our website will supersede this document.

4. Renewing Early

Requests to renew a Service Contract any time prior to the Service Contract expiration date (including earlier than 90 days), this request will be processed without any special approval. The support renewal start date will be the day after the support expiration date.

5. SnS Renewal Purchase Requirements

Renewals must meet the following criteria for quoting and ordering:

- (i) Except as otherwise provided in the applicable price list, the minimum term for any Service offering is one (1) year. The maximum term for any Service offering is five (5) years.
- (ii) In the event that Customer renews or adds a Services offering that has a minimum term of one (1) year, Customer may elect to make Services for all of its Software Licenses coterminous with the renewed or added Services. All lines on a Service Contract/quote must be co-terminated to one common end-date. In a coterminous case, VMware will prorate the applicable Services Fees to extend the current Services Period to make it coterminous with such renewed or added Services.
- (iii) Except as otherwise provided for by VMware, Customer may purchase initial Services only for the most current, generally available release of the Software.
- (iv) Customer must purchase and/or renew Services at the same Services level for all of the licenses for a particular Software product or suite that has been installed in a given environment, such as Test, Development, QA, or Production (i.e. Customer cannot purchase Production level support for only one license of vSphere in its lab and purchase Basic level support for the other vSphere licenses in that environment).
- (v) Quote Consolidation: Quote consolidation is the practice of combining multiple Service Contracts into one, for a single customer. Quote consolidations can be performed at the request of the Customer or proactively for Customers who are identified by renewals to be the same customer.
 - a. Quote creation for consolidations is based on the earliest contract expiry within the consolidation. Quote consolidations cannot be performed across Entitlement Accounts (EAs) and the Bill-to countries on the Service Contracts must be the same. The minimum term for quote consolidations is one year. All Service Contracts on a consolidated quote are to be on the same support level.

6. End of Support

VMware may, at its discretion, decide to retire Software and/or Services from time to time (“End of Support”). VMware shall publicly post for all customers notice of End of Support, including the last date of general commercial availability of the affected Software and the timeline for discontinuing Services, at <https://www.vmware.com/support/policies/lifecycle.html>.

Customer must renew to the next available grade. If no migration path available, customers must renew up to the End of Support date. VMware shall have no obligation to provide Services for Software that is outside of the applicable Service life.

7. Pricing

Renewals pricing is based on the 1-year SnS list price.

- (i) Quote pricing is valid for 120 days for active contracts or until Contract Expiry, whichever is earlier. After contract expiration, quotes are valid for 30 days and will include reinstatement fees and late fees.
- (ii) Software upgrades (e.g., Standard to Enterprise or Enterprise to Enterprise Plus) purchased on Enterprise License Agreement (ELA) base licenses within the terms of the ELA will result in recalculation of the stated out-year renewal pricing. Software upgrades purchased outside the ELA agreement on ELA base licenses violate the terms of the ELA and the renewal for those upgrades will be charged at list price.
- (iii) In cases where Customer purchases a License to migrate up from one edition of the Software to another (e.g., VMware vSphere Standard to VMware vSphere Enterprise Plus), any unused period of the Services Period on the original License will be converted and used to extend the Services Period for the newly purchased upgraded License.
- (iv) If a Customer’s ELA is expired and the Install Base from that ELA is not included in a new ELA, standard SnS list prices will apply for subsequent renewals of the Install Base that was included in the expired ELA (as amended). For purposes of this subsection, an ELA is deemed expired at the end of the original term, plus any term extensions included by amendment to the ELA, plus any SnS renewal terms exercised by Customer under the ELA.

8. ELA Install Base Requirements

All ELAs and ELA Renewals (RELAs) must include all existing Install Base (IB) to ensure proper coverage and support. This policy requires:

- (i) A customer’s relevant IB will be included in all new ELA deals.
- (ii) Items included in RELAs are those agreed to in the ELA and those documented as amendments to the ELA. Products and upgrades outside an ELA agreement that are not captured as documented amendments cannot be included in the RELA.
- (iii) All components of a RELA, including items in amendments, must be renewed together and on time to keep the contractual out-year pricing; RELA products cannot be selectively renewed.

9. Data Transmission

Partner and Customer acknowledges that correspondence, contract information, and pricing generated in conjunction with a request for Renewal may contain sensitive, confidential, or personal information. Partner and Customer are responsible for taking steps it considers necessary to protect such data. Information about VMware’s data privacy policies can be found at <http://www.vmware.com/help/privacy.html>.

10. Exceptions

Requests for Exceptions are reviewed on a case by case basis and VMware makes no commitment to provide exceptions to this policy.

Definitions

Customer refers to an end customer.

Partner refers to VMware authorized partner as defined by the VMware Partner Network.

ELA refers to an Enterprise License Agreement.

RELA is a Renewals Enterprise License Agreement which is based on an existing ELA.

Install Base is the whole of a customer’s assets or products purchased from VMware.

Service Contract is the contractual agreement for Support & Subscription, including products, quantities, and duration of support, as recorded in the Oracle Service Contracts module.

Effective Date is the start date of the service contract.

Service Contract Expiration Date is the end date listed on the service contract.

End of Support is the last day which VMware will support a product.

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VMware, Inc. 3401 Hillview Avenue Palo Alto CA 94304 USA Tel 877-486-9273 Fax 650-427-5001 www.vmware.com

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