

Volume License Agreement

Guide

www.microfocus.com

Program Guide

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Volume License Agreement Program Guide

The Volume License Agreement or VLA provides a flexible, easy, and affordable way to purchase your solutions. There's no minimum purchase, no signed contract and you can purchase from one of our many qualified authorized resellers.

Licensing

NetIQ® and Micro Focus®: Choice of Perpetual or Subscription Licenses

For most products, you have the flexibility to choose perpetual or subscription licenses. We sell perpetual licenses with first-year Standard or Priority Maintenance, which includes product upgrades, updates, and technical support. At the end of the first year, renewing your Maintenance is optional, but highly recommended. Subscription licenses are software leases: You can use the software as long your subscription is current. Subscription licenses include Maintenance during the subscription term and offer simplified budget planning, consistent annual payments and lower initial software-adoption costs.

SUSE® Software

You are licensed to use the software according to the end user license agreement (EULA) and the open source license(s) that apply to specific software packages within the product. When you purchase a subscription for a SUSE product, your subscription may include software updates, upgrades, and technical support for the duration of your subscription, depending on the level of subscription you have purchased (hereafter, "SUSE Subscription").

Maintenance and SUSE Subscriptions

Maintenance is a critical component of our NetIQ and Micro Focus buying programs, and SUSE Subscriptions are a critical component of

our SUSE buying programs. Maintenance and SUSE Subscriptions are part of our ongoing commitment to help you achieve success with your solutions and products. With Maintenance and 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

Maintenance and 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

Maintenance and SUSE Standard and Priority Subscriptions provide you with access to powerful self-support tools and expert support engineers, so you'll get the help you need, when you need it. With Standard or Priority SUSE Subscriptions or Maintenance coverage in place, you may also choose to purchase any of our optional enterprise-level services, such as account management, project support, dedicated support resources and more.

The information presented here is applicable worldwide (with exceptions as noted) and generally describes the Volume License Agreement. This program guide is subject to change. Dollar amounts provided in this document are in US dollars. Some licensing benefits, including these dollar amounts, 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 license agreement, which incorporates the information provided in this program guide.

| Support Benefits | Standard Maintenance or SUSE Subscription | Priority Maintenance or SUSE Subscription |
|---|--|---|
| Access | 12-hour, business days | 24-hour |
| Technical Support Service Requests | Unlimited | Unlimited |
| Response Time | Severity 1 = 2 hours Severity 2 = 4 hours Severity 3 = Next bus. day Severity 4 = Next bus. day | Severity 1 = 1 hour Severity 2 = 2 hours Severity 3 = 4 hours Severity 4 = Next bus. day |

VLA Pricing

VLA pricing is typically based on your program participation and current published pricing. However, your authorized reseller determines final pricing. You may also participate in promotions available only to Buying Program customers. Contact your authorized reseller for pricing.

Choice and Flexibility When Working with Authorized Resellers

Virtually all our products are available to VLA customers through our authorized resellers. You are free to change resellers at any time—no notification or forms required.

Establishing Your Volume License Agreement

The VLA requires a simple, click-through contract on your initial order with any of our authorized resellers. We require no special forms. Just include the correct part numbers, pricing and customer information with your purchase order—with the following information:

- Company name
- Contact information
- Billing address
- Maintenance or Subscription dates
- Value-added tax (VAT) number (where applicable)
- VLA number
- Any other information your authorized reseller requires to process the order

With your first VLA order, you'll receive a VLA customer number, which should accompany all future orders. Your authorized reseller will also receive this number, and must use it to place your order with a distributor. You can share this number with affiliated business locations or divisions worldwide to manage all license purchases under one VLA customer number. Alternatively, each affiliated business location or division may choose to establish its own VLA number. Please keep in mind that if

you install or use licenses before you purchase them, you must purchase these licenses within 30 days.

License, Maintenance, SUSE Subscriptions and other VLA purchases are not refundable except as may be expressly stated otherwise in your VLA Agreement.

Fulfilling Your Order

When you place an order with your authorized reseller, the authorized reseller transmits the order to an authorized distributor and then to us. We fulfill the order directly. To help you receive and deploy software as seamlessly as possible, we generally deliver licenses and software media kits electronically. When you order, you will receive a web link to a page from which you can log in and download your software. We will send electronic media to the email address you provide on your order.

Software media kits include the software you need to install your products. You can install media kits to support additional license purchases of your product—no need to order additional media kits. Although the software itself may not restrict additional installations, you may install it only up to the number of licenses you legally own.

Renewing or Canceling VLA Maintenance, SUSE Subscriptions and Subscription Licenses

You can easily manage your VLA software with renewal purchases that are linked to an anniversary month rather than a contract termination date. Your anniversary month is the month during which you purchase your initial VLA perpetual or subscription license, first-year Maintenance or SUSE Subscription.

To ensure you don't experience unintentional lapses in coverage, subscription licenses, Maintenance and SUSE Subscriptions will automatically renew unless you notify us 30 days prior to your renewal date. Further details are available in the business-specific appendices of this document.

Detailed Purchasing Requirements

SUSE Subscriptions

You must purchase either Standard or Priority SUSE Subscriptions for all your SUSE products for the full duration of your VLA agreement. This includes SUSE products you previously acquired outside of your current VLA agreement. You must purchase SUSE Subscriptions for SUSE products you deployed or used without associated SUSE Subscriptions within 30 days.

NetIQ and Micro Focus Perpetual Licenses

When you purchase NetIQ or Micro Focus perpetual licenses under the VLA program, you are required to purchase Maintenance for all of the product licenses you own. This includes perpetual licenses you previously acquired outside of your current VLA agreement. After your initial purchase of perpetual licenses plus first-year Priority or Standard Maintenance, you only need to purchase renewal Priority or Standard Maintenance for these licenses for subsequent years. We assess back maintenance on non-compliant licenses.

NetIQ and Micro Focus Subscription Licenses

We provide software subscription licenses as alternatives to most existing perpetual license offerings for NetIQ and Micro Focus software products. Subscription licenses offer simplified budget planning, consistent annual payments and lower initial software-adoption costs. We sell subscription licenses for our non-SUSE products as annual offerings combined with one-year Priority Maintenance. Subscription license part numbers are only available in one-year subscriptions. If you want to purchase subscription licenses for multiple years up front, you may add one-year part numbers to the order until you reach the total number of years you want to purchase.

You will not accumulate any perpetual license vesting or credits when you purchase subscription licenses. You may move from subscription licenses to perpetual licenses at any time simply by paying full perpetual licensing fees. Your subscription license usage rights expire at the end of the applicable subscription period if you do not renew the subscription. If your subscription license expires, you must immediately stop using and uninstall the software. If you continue to use the software beyond the subscription period, we will require you to purchase perpetual licenses.

Maintenance or Subscription Availability, Past-version Product Rights

You can purchase NetIQ and Micro Focus Maintenance or 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 Maintenance or SUSE Subscription on the replacement product. With Maintenance and SUSE Subscriptions, you are automatically entitled to new product upgrades and updates as soon as they become available. However, unless the product appears on the excluded products list at www.microfocus.com/maintenance/exclusions, or unless expressly excluded in the applicable end user license agreement, all products you license under the VLA are licensed for prior versions, so you can purchase or subscribe to current product licenses or 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, except as otherwise permitted by the Maintenance Agreement for a 90-day transition period, at no point may a previous version and updated version be simultaneously installed under the same license.

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 latest-version licenses 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 VLA license version you own determines the licensing requirements for this product. For example, if you are licensed for Product B 8.0 (which is licensed by user), but are using Product B 5.1 (licensed by server-connection), you would determine licensing counts by user.

When possible, you should use your existing previous-version media for installation because we will not always have media for previous versions available for new previous-version installations, and you may not make new copies of previous versions.

Purchasing Licenses and Maintenance for Your Entire Install Base

Licenses you purchase for a NetIQ or Micro Focus product must be either all subscription or all perpetual. If you have already purchased perpetual licenses for a particular product, you must continue purchasing perpetual licenses when adding incremental licenses for the same product.

For NetIQ or Micro Focus products, you can choose the level of Maintenance you want on a per-product basis. For example, you may cover Product B with Priority Maintenance, whereas Product C may have Standard Maintenance. However, you must cover all licenses for a particular product under the same level of Maintenance. For example, you may not purchase Standard Maintenance for part of your Product B licenses and Priority Maintenance for the remainder.

For the SUSE Linux Enterprise product line, you may mix Standard and Priority Subscription types according to the support coverage you need for specific servers.

To receive technical support benefits for any NetIQ, Micro Focus or SUSE product, you must have Standard or Priority Maintenance or SUSE Subscriptions for your entire product install base. For example, suppose you purchase 500 Product A licenses plus Maintenance, and you already own 200 existing Product A licenses without Maintenance coverage. To receive technical support benefits for Product A—and upgrade entitlement for the entire 700-license install base—you will need to purchase Maintenance for the new 500 licenses plus the existing 200 licenses.

If you do not have Maintenance or a SUSE Subscription for a product, you may make incremental purchases of the product without covering the full install base under Maintenance or SUSE Subscription, but you will no longer have access to technical support for any instance of this product. Furthermore, your version upgrade benefits will be limited to licenses with Maintenance or SUSE Subscription coverage. You must subscribe to or purchase Maintenance or SUSE Subscriptions for your product from the day you copy, install or use the product. If you cannot provide reasonable evidence of the copying, installation or use date, you may be required to pay back Maintenance or SUSE Subscription fees from the initial date of product purchase, in addition to NetIQ or Micro Focus license fees for unlicensed software copying, installation or use.

Maintenance and SUSE Subscription Coverage Dates and Renewals

We sell Maintenance and SUSE Subscriptions in yearly increments. We calculate the term from the first day of the following month through the purchased period. For example, for Maintenance or SUSE Subscriptions that you purchase on January 15, your billing term will begin on February 1 and expire on January 31 of the following year. While your term begins on the first of the month, you are entitled to receive coverage and benefits from the date of your Maintenance/Subscription purchase in the prior month. If you need to access technical support prior to your term start date on the first of the following month, please contact our customer service representatives. If you need to access technical support prior to your term start date on the first of the following month, please contact our customer service representatives at www.netiq.com/support/chat, <http://support.novell.com/chat/general> or www.suse.com/support/chat.

Many customers experience incremental growth, requiring them to make multiple new SUSE Subscription or license-plus-Maintenance purchases throughout the year. You may therefore have multiple renewals each year. We will help you stay on top of your purchases and renewals by sending renewal notices prior to the expiration of each coverage period. You may also consolidate your renewals to a single renewal date.

You may purchase NetIQ or Micro Focus license-plus-Maintenance offerings any time during the agreement. You may purchase standalone NetIQ or Micro Focus Maintenance subscriptions in yearly (one or more) increments.

SUSE Subscriptions are available as one-, three- or five-year part numbers.

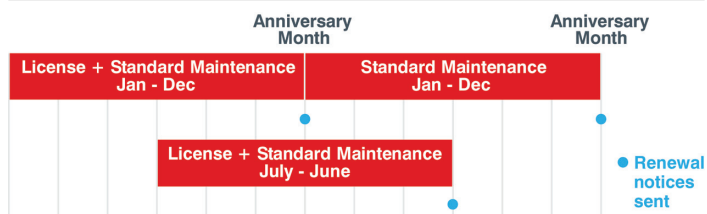


Figure 1. Graphical Representation of Maintenance or SUSE Subscription Coverage Dates

Additional Support, Training and Consulting Services

Our service offerings give you peace of mind as you design, build and support your IT systems.

We provide a broad spectrum of enterprise-level support offerings, including service account management and dedicated support resources, providing the highest levels of support possible. We also provide direct consulting services to help you implement the best enterprise networking solutions based on our products. And our industry-leading certification and training offerings ensure you are fully prepared to meet the complexities and challenges of managing your solutions.

For services we provide under the VLA through a statement of work, the VLA terms (or a separately signed services agreement, if applicable) cover the services. If you have a non-standard VLA that does not contain services terms, in the absence of a separately signed services agreement the terms and conditions located at www.novell.com/licensing/contracts/services_tc.pdf cover the purchase and are considered as part of this program guide.

Appendix—NetIQ

VLA for Education, Non Profit and Government

Special purchasing and licensing options are available to qualified educational institutions, non-profit organizations and government entities. Qualifying customers may take advantage of special discounts through the VLA program. Further information about qualifications and eligibility forms is available on our website.

Working with a Reseller

To find an authorized reseller in your area, use our Partner Locator at: www.partnerprogram.com

Notifications for Software Updates

You can subscribe to receive notifications of software updates at Customer Center. Visit www.netiq.com/support for links to Customer Center, discussion forums, available updates and more.

Due Dates and Cancellation Notification

Purchase orders for Maintenance and software license subscription renewals are due to your reseller five days before your Maintenance annual period renewal date. If your reseller doesn't receive your purchase order or renewal notice by the due date, we will add an order-administration fee of up to 20 percent of the renewal order value.

Cancellation notifications are due to NetIQ 30 days before your renewal date.

Mailing address:

- **For North America, Canada, Latin America and Asia Pacific:**

NetIQ Corporation, Attn: Legal Department, 515 Post Oak Blvd.
Suite 1200, Houston, TX, 77027

- **For Europe, the Middle East and Africa:**

Micro Focus Software (Ireland) LTD., Attn: Contract Administration,
Corrig Court, Corrig Road, Sandyford Business Estate, Sandyford,
Dublin 18 Ireland

Business-to-Consumer and Government-to-Citizen Licensing

We offer Business-to-Consumer or Government-to-Citizen licenses for a select number of products. This license option allows customers supporting large numbers of users outside their own organizations (for example, customers providing external solutions such as online user accounts for their banking customers) to purchase licenses at a discounted list price. We provide separate Business-to-Consumer and Government-to-Citizen license SKUs to facilitate such orders. Customers purchasing licenses under this model must adhere to the following definitions for Business-to-Consumer and Government-to-Citizen, must purchase enough licenses to support their usage, and may not allow or enable consumers or citizens to have physical or administrative access to the software or a server on which it resides.

You cannot use Business-to-Consumer or Government-to-Citizen licenses in a hosting, outsourcing or software deployment model where you provide the application as a software-on-demand, hosted or similar service.

DEFINITIONS

“Consumer” means any entity or person outside your organization to whom you provide services or goods as part of your normal business operations, except that it does not include your current or former employees, agents, contractors or suppliers.

“Citizen” means a citizen or resident to whom a Governmental Entity provides services or goods as part of its normal business operations, except that it does not include current or former employees, agents, contractors or suppliers.

“Governmental Entity” shall mean a government-owned or affiliated entity performing services or duties of a public character for the benefit of all citizens of a community and whose primary purpose is not to generate a profit. Government-owned or affiliated telecommunications, media, utilities or mining companies are not Governmental Entities. If there is an issue concerning whether an organization is a Governmental Entity, our opinion will prevail so long as it treats similarly situated entities the same.

Academic Institutions. If an academic institution meets the requirements for a Business-to-Consumer or Government-to-Citizen licensing option, it can qualify its alumni and parents or guardians of its students or alumni as Consumers or Citizens. However, current part- or full-time students and current or former part- or full-time faculty, staff, other employees, agents, contractors or suppliers do not qualify.

It is your responsibility to validate and support your purchase and use of licenses under the licensing option. We recommend that you segregate the user objects you identify for Business-to-Consumer or Government-to-Citizen licensing by creating a separate directory tree for such users that is completely distinct from your employee-based production environment.

Product Support Lifecycle

You should periodically review the product support lifecycle information for your NetIQ products. You can find this information at: www.netiq.com/support

Appendix—Micro Focus

VLA for Education, Non Profit and Government

Special purchasing and licensing options are available to qualified educational institutions, non-profit organizations and government entities. Qualifying customers may take advantage of special discounts through the VLA program. Further information about qualifications and eligibility forms is available at: www.novell.com/licensing

Working with a Reseller

To find an authorized reseller in your area, use our Partner Locator at: www.partnerprogram.com

Notifications for Software Updates

You can subscribe to receive notifications of software updates on Micro Focus Customer Center. Visit www.novell.com/support for links to Micro Focus Customer Center, discussion forums, product downloads and more.

Due Dates and Cancellation Notification

Purchase orders for Maintenance and software license subscription renewals are due to your authorized reseller five days prior to your Maintenance annual period renewal date. If an authorized partner does not receive your purchase order or renewal notice by the due date, we will add an order-administration fee.

Cancellation notifications are due to Micro Focus 30 days prior to your renewal date.

Mailing address:

- **For North America, Canada, Latin America and Asia Pacific:**
Micro Focus, Inc. Attn: Contracts & Negotiations, 1800 South Novell Place, M/S PRV-H-544, Provo, UT 84606
- **For Europe, the Middle East and Africa:**
Micro Focus Software (Ireland) LTD.. Attn: Contract Administration, Corrig Court, Corrig Road, Sandyford Business Estate, Sandyford, Dublin 18 Ireland

Product Support Lifecycle

You should periodically review our Product Support Lifecycle web page for up-to-date information about lifecycle support policies. For all Micro Focus products, please review the product support lifecycle at: <http://support.novell.com/lifecycle>

Appendix–SUSE

VLA for Education, Non Profit and Government

Special purchasing and licensing options are available to qualified educational institutions, non-profit organizations and government entities. Qualifying customers may take advantage of special discounts through the VLA program. Further information about qualifications and eligibility forms is available at on our website.

Working with a Reseller

To find an authorized reseller in your area, use our Partner Locator at: www.partnerprogram.com

Notifications for Software Updates

You can subscribe to receive notifications of software updates on SUSE Customer Center. Visit www.suse.com/support for links to Customer Center, discussion forums, product downloads and more.

Due Dates and Cancellation Notification

Purchase orders for software license subscription renewals are due to your reseller five days before the renewal due date. If your authorized reseller doesn't receive your purchase order or renewal notice by the due date, we will add an order-administration fee.

Cancellation notifications are due to SUSE 30 days before your renewal date.

Mailing address:

- **For North America, Canada, Latin America and Asia Pacific:**
Micro Focus, Inc. Attn: Contracts & Negotiations, 1800 South Novell Place, M/S PRV-H-544, Provo, UT 84606
- **For Europe, the Middle East and Africa:**
Micro Focus Software (Ireland) LTD.. Attn: Contract Administration, Corrig Court, Corrig Road, Sandyford Business Estate, Sandyford, Dublin 18 Ireland

Product Support Lifecycle

You should periodically review the product support lifecycle information for your SUSE products. You can find this information at: www.suse.com/support



**Contact your local NetIQ, Micro Focus
or SUSE authorized reseller, or call:**

NetIQ

1 888 323 6768 U.S./Canada
+1 713 548 1700 Worldwide

NetIQ Corporation
515 Post Oak Blvd, Suite 1200
Houston, TX 77027 USA

Micro Focus

1 888 321 4272 U.S./Canada
1 801 861 4272 Worldwide
1 801 861 8473 Facsimile

Micro Focus, Inc.
1800 South Novell Place
Provo, UT 84606 USA

SUSE

1 800 796 3700 U.S./Canada
801 861 4500 Worldwide

SUSE
Maxfeldstrasse 5
90409 Nuremberg
Germany

www.microfocus.com