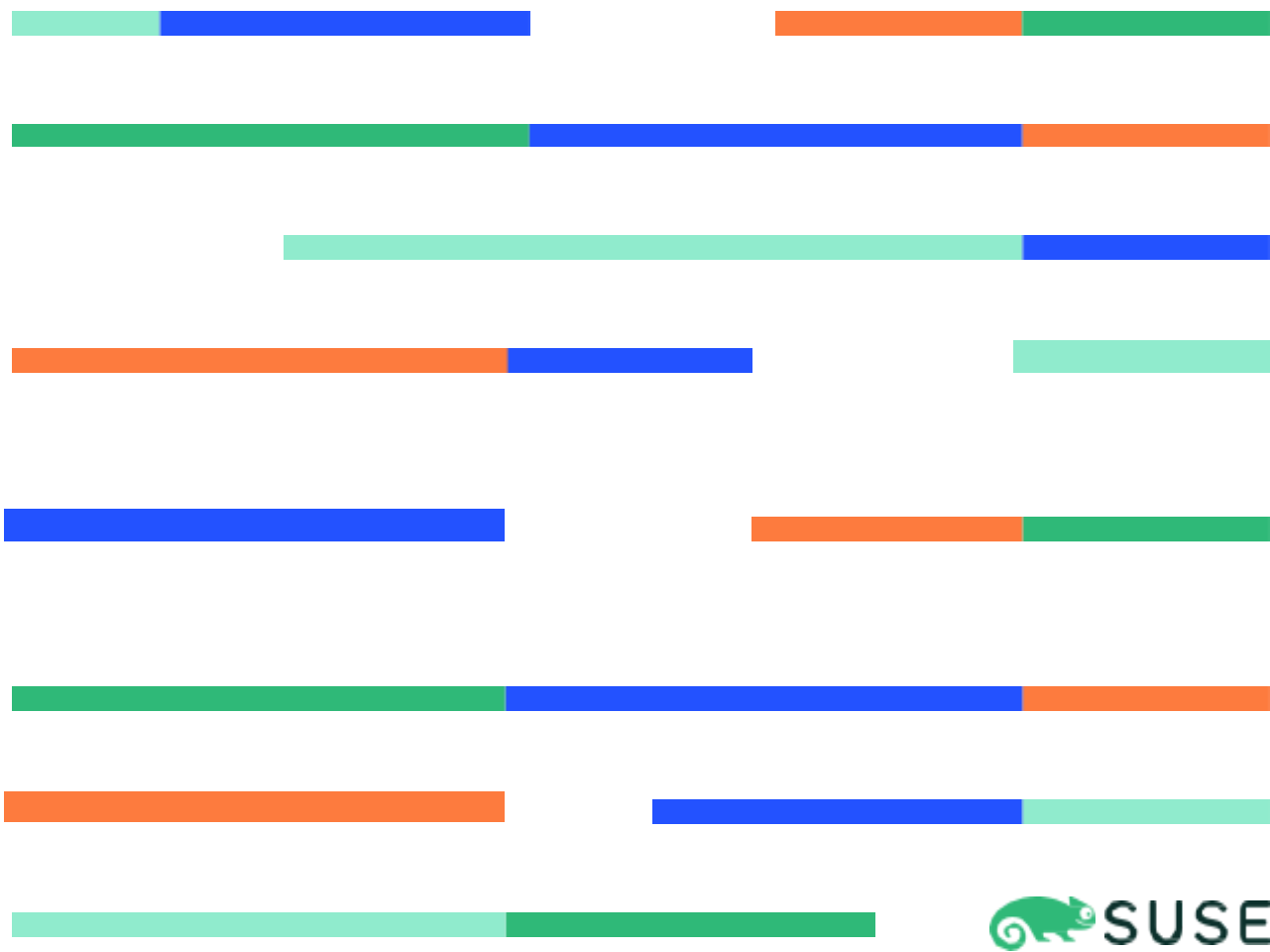


Subscription Terms

for SUSE Subscription Offerings



Contents

Contents.....	2
Subscription Terms.....	3
1. Acceptance.....	3
2. Structure.....	3
3. Agreement Effective Date.....	3
4. Subscription Offering Types.....	3
5. Subscription Offerings.....	4
6. Bring Your Own Subscription ("BYOS").....	6
7. Technical Usage Data.....	6
8. Technical Preview.....	7
9. Limitation of Liability and Indemnity.....	7
10. Contracting Entity.....	7
11. Governing Law.....	7
Exhibit 1 – Matrix of SUSE Products.....	9
Appendix A – SUSE Linux Enterprise Server and SUSE Linux Enterprise Server for SAP Applications.....	17
1. Operating Environments and Units of Measure.....	17
2. SUSE Linux Enterprise Server Subscription Offerings.....	17
3. x86 and x86-64 Architectures.....	17
4. Deployment on Physical Servers.....	17
5. Low-Density Virtualization Environments or Cloud Deployments.....	18
6. High-Density Virtualization Deployments.....	18
7. SUSE Linux Enterprise Server for x86-64 and Power and for SUSE Linux Enterprise Server for SAP Applications for x86-64 and Power.....	19
8. z Systems ("s390x").....	19
9. Sub-Capacity for ppc64le Power servers.....	19
10. Arm AArch64 Processors ("AArch64") Subscription Offerings for 1-2 Sockets or 1-2 Virtual Machines.....	20
11. AArch64 Subscription Offerings for 1-2 Sockets with Unlimited Virtual Machines.....	21
12. Arm AArch64 Processors ("AArch64"), 1-2 Virtual Machines per 4 Cores.....	21
13. AArch64 Unlimited Virtual Machines per 4 Cores.....	21
14. SUSE Linux Enterprise Server with Expanded Support Subscription Offerings and Units of Measure.....	22
15. SUSE Multi-Linux Support (formerly SUSE Liberty Linux) Subscription Offerings and Units of Measure.....	22
16. Telemetry Tools.....	22
Appendix B – SUSE Linux Enterprise Extensions.....	23
1. SUSE Linux Enterprise High Availability Extension.....	23
2. Geo Clustering for SUSE Linux Enterprise High Availability Extension.....	23
3. SUSE Linux Enterprise Server Real Time Extension.....	23
4. SUSE Linux Enterprise Virtual Machine Driver Pack Extension.....	23
5. SUSE Linux Enterprise Workstation Extension Units of Measure.....	23
6. SUSE Linux Enterprise Workstation Extension for Intel or AMD Processors ("x86-64"), Physical Deployment.....	23
7. SUSE Linux Enterprise Workstation Extension for Intel or AMD Processors ("x86-64"), Virtualized Deployment.....	24
8. SUSE Linux Enterprise High Availability Extension with Expanded Support.....	24

9. SUSE Multi-Linux Support (formerly SUSE Liberty Linux) High Availability Extension.....	24
10. SUSE Linux Enterprise Live Patching.....	24
Appendix C – SUSE Linux Enterprise Point of Service.....	25
1. SUSE Linux Enterprise Point of Service (“SLE POS”) Subscription Offerings and Units of Measure.....	25
2. SLE POS Client.....	25
3. SLE POS Hardware Architectures.....	25
4. SLE POS Virtualization.....	25
Appendix D – SUSE Rancher Developer Access.....	26
1. Entitlements and Units of Measure.....	26
2. Authorized Users.....	26
3. Measurement and Data Collection.....	26
4. Restriction on Production Use.....	26
5. Use of Subscription Content.....	26
Appendix E – SUSE Multi-Linux Manager.....	28
1. SUSE Multi-Linux Manager (formerly SUSE Manager) Subscription Offerings and Units of Measure.....	28
2. SUSE Multi-Linux Manager for Retail.....	28
3. SUSE Multi-Linux Manager Server.....	28
4. SUSE Multi-Linux Manager Proxy.....	29
5. SUSE Multi-Linux Manager High Availability Servers.....	29
6. Rules for Applying Subscription Offerings to Managed Instances.....	29
a. Physical Servers (except Arm AArch64).....	29
b. Physical Servers based on Arm AArch64 processors.....	30
c. Virtual Instances.....	30
d. Cloud Deployments for SUSE Multi-Linux Manager Lifecycle Management+ and SUSE Multi-Linux Manager Monitoring.....	30
Appendix F – Not Used.....	31
Appendix G – SUSE Linux Enterprise Desktop.....	32
1. Operating Environments and Units of Measure for SUSE Linux Enterprise Desktop.....	32
2. SUSE Linux Enterprise Desktop for Intel or AMD Processors (“x86” or “x86-64”), Physical Deployment.....	32
Appendix H – SUSE Cloud Native Edge.....	33
1. SUSE Cloud Native Edge Offering, Operating Environment and Unit of Measure.....	33
2. SUSE Cloud Native Edge Cluster Subscription Offering.....	33
Appendix I – SUSE Edge for Telco.....	34
1. SUSE Edge for Telco (formerly SUSE Adaptive Telco Infrastructure Platform) Units, Operating Environment and Unit of Measure.....	34
2. SUSE Edge for Telco Subscription Offering.....	34
Appendix J – Long Term Service Pack Support.....	35
1. Long Term Service Pack Support Subscription Offerings and Units of Measure.....	35
2. LTSS “Extreme Core” for x86-64 architecture, SUSE Linux Enterprise 11, Service Pack 4.....	35
3. LTSS for SLES for POWER (ppc64) 1-2 Sockets with Inherited Virtualization per Code Stream.....	35
4. SUSE Linux Enterprise for High Performance Computing Long Term Service Pack Support (“SLE HPC LTSS”) (x86-64, AArch64) 1-2 Sockets with Inherited Virtualization per Code Stream.....	36
5. Extended Service Pack Overlap Support (SLE HPC ESPOS) for SUSE Linux Enterprise for High Performance Computing (SLES for HPC).....	36
6. Extended Service Pack Overlap Support (ESPOS) for SLES for SAP Applications.....	36
7. SUSE Linux Enterprise Server Long Term Service Pack Support (LTSS), 1-2 Sockets or 1-2 Virtual Machines per Code Stream.....	36

8. Extreme Long Term Service Support for RHEL 5 and 6.....	36
Appendix K – SUSE Linux Enterprise for High Performance Computing.....	37
SUSE Linux Enterprise for High Performance Computing (“SLE HPC”) and SUSE Linux Enterprise Computing ESPOS (“SLE HPC ESPOS”).....	37
Appendix L – SUSE Linux Micro.....	38
1. Operating Environments and Unit of Measure.....	38
2. Subscription Offerings for 1-16 Virtual Cores.....	38
3. Deployment on Physical Servers.....	38
4. Deployments as Virtual Machines.....	38
5. Deployments in the Cloud.....	38
Appendix M – SUSE Rancher Prime Subscription Offerings.....	40
1. Rancher Prime Subscription Offerings and Units of Measure.....	40
2. SUSE Virtualization (formerly Harvester).....	40
3. SUSE Observability Platform Optimization Add-on.....	40
4. SUSE Security (formerly Neuvector) Add-On.....	40
5. SUSE Storage (formerly Longhorn) Add-On.....	41
6. SUSE Virtualization (formerly Harvester) Add-On.....	41
7. SUSE Private Registry Add-On.....	41
8. SUSE Rancher for SAP Applications.....	41
Appendix N – SUSE Linux Enterprise Real Time.....	42
1. Operating Environments and Units of Measure.....	42
2. Subscription Offerings for 1-2 Sockets or 1-2 Virtual Machines.....	42
3. Deployment on Physical Servers.....	42
4. Low-Density or Cloud Deployments.....	42
5. Subscription Offerings for 1-2 Sockets with Unlimited Virtual Machines.....	43
6. SUSE Linux Enterprise Real Time.....	43
Appendix O – SUSE AI Subscription Offerings.....	44
SUSE AI Suite Subscription Offerings and Units of Measure.....	44
Exhibit 2 – Glossary.....	45

Subscription Terms

1. Acceptance

By accessing or using the benefits of a Subscription Offering (including by accessing SCC), you ("**You**" or "**Customer**") accept the Agreement as defined in Section 2 below with the SUSE entity corresponding to your location as listed in Section 10 "**Contracting Entity**" hereto ("**SUSE**"). IF YOU ARE ACCEPTING THE AGREEMENT ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY TO THE AGREEMENT, AND THAT YOU HAVE READ AND UNDERSTOOD THE AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU OR THE COMPANY DOES NOT AGREE WITH THE TERMS OF THE AGREEMENT, YOU SHOULD NOT ACCEPT IT. If you are accepting the Agreement on behalf of your company, then the terms "**Customer**", "**You**" and "**Your**" refer to your company whenever used below. If You have previously accepted a different version of the Agreement, this Agreement supersedes that agreement. If You are not using the SUSE Product or Subscription Offering as an end user and You have a separately executed agreement with SUSE (e.g., You are an OEM, VAR, etc.), then You are considered to be a "**Partner**" and the terms and conditions herein shall apply as specified in that agreement.

2. Structure

- 2.1. **Interpretation.** These Subscription Terms include Exhibits as well as Appendices to those Exhibits. References to an Exhibit of these Subscription Terms include all Appendices to that Exhibit. To the extent of any conflict or ambiguity between any Appendix and the remainder of these Subscription Terms, that Appendix shall prevail over the remainder of these Subscription Terms in relation to the SUSE Products and Offerings referred to in that Appendix.
- 2.2. **Structure.** The "**Agreement**" means the following components, each as defined in Exhibit 2 (Glossary): (a) whichever one of the Customer Support Agreement ("**CSA**"), the Master License Agreement ("**MLA**") or the Volume Licensing Agreement ("**VLA**") has been executed or accepted by You; and (b) this document, being the Subscription Terms, including any terms or documents accessible via hyperlinks included in these terms ("**Linked Documents**"). To the extent of any conflict or ambiguity between the terms and conditions of the components listed above, the CSA, MLA or VLA shall prevail over these Subscription Terms. These Subscription Terms prevail over any Linked Document, unless the Linked Document expressly states that it governs a specific subject matter.
- 2.3. **Updated Subscription Terms.** Each time You renew a Subscription Offering, the then-current version of these Subscription Terms shall apply to that renewal, unless the most recent version of the Subscription Terms no longer refers to Your Subscription Offering, in which case the most recent version of the Subscription Terms referring to Your particular Subscription Offering shall govern Your use of that Subscription Offering.
- 2.4. **Linked Documents.** Linked Documents are incorporated into this Agreement. The version of a Linked Document in effect on the date of an order applies to that order. For Linked Documents that are periodically updated, the then-current version applies, provided no update that materially reduces Your rights or increases Your obligations during the term of a Subscription Offering is binding without Your consent. Consent is deemed given if You continue using services or place a new order 30 days after notice of the update. SUSE will post effective dates, maintain archives and provide copies if links become unavailable

3. Agreement Effective Date

If You have already executed a CSA, MLA or VLA with SUSE, the Agreement is effective as of the date on which that agreement became effective (as set out in its terms). If You have not already executed a CSA, MLA or VLA with SUSE, the Agreement becomes effective on the first date on which You submit an order for SUSE Products, directly or indirectly.

4. Subscription Offering Types

- 4.1. SUSE offers a number of different subscriptions. A description of the different types of Subscription Offerings is available at <https://www.suse.com/support/programs/subscriptions/>; <https://www.suse.com/services/support-offerings/developer-services/> and <https://www.suse.com/services/premium/>. In addition, SUSE may offer the following special types of Subscription Offerings to You.

- 4.2. **Evaluation or Beta Offerings.** SUSE may offer limited Subscription Offerings for evaluation purposes (“**Evaluation Offering**”). These Subscription Offerings are time limited for sixty (60) days unless otherwise agreed to between You and SUSE. You agree not to use such Subscription Offerings in any Production Environment or for commercial use. If You use an Evaluation Offering for longer than sixty (60) days, SUSE shall be entitled to invoice you for the price of the equivalent Subscription Offering, in respect of each deployment of the relevant SUSE Product, and You shall pay such invoice in accordance with the Agreement.
- 4.3. **Academic Offerings.** SUSE may offer discounted pricing for Academic Use of its Subscription Offerings (“**Academic Offering**”). You agree to use such Subscription Offerings solely for Academic Use as defined in these Subscription Terms. For the avoidance of doubt, SUSE unconditionally reserves the right to determine whether a specific use constitutes Academic Use. If You use an Academic Offering for any purpose other than Academic Use, SUSE shall be entitled to invoice you for the price of the equivalent Subscription Offering, in respect of each deployment of the relevant SUSE Product, and You shall pay such invoice in accordance with the Agreement.
- 4.4. **Developer Offerings.** SUSE may offer limited Subscription Offerings for personal development purposes (“**Developer Offering**”). These Subscription Offerings are time limited for one (1) year unless otherwise agreed between You and SUSE. You agree to use such Subscription Offerings only for personal use and not in any Production Environment or for commercial use. If You use a Developer Offering for longer than one (1) year or in any Production Environment or for commercial use, SUSE shall be entitled to invoice you for the price of the equivalent Subscription Offering, in respect of each deployment of the relevant SUSE Product, and You shall pay such invoice in accordance with the Agreement.

5. Subscription Offerings

- 5.1. **Benefit of SUSE Subscription Offerings.** For each Subscription Offering, subject to registration in accordance with Section 5.7, You are entitled to receive the materials and services, including technical support services as applicable, identified in these Subscription Terms and on the below URLs (“**Subscription Benefits**”):
- a) **SUSE Support.** Each Subscription Offering entitles you to web and telephone support set forth at <https://www.suse.com/support/> and <https://www.suse.com/support/handbook/>. SUSE offers ‘Standard’ support and ‘Priority’ support. The level of technical support services to which You are entitled is determined at the time of purchase and specified in your order. In order to receive technical support for a SUSE Product, all of Your installations for that SUSE Product must be covered by a Subscription Offering. Where a Subscription Offering includes access to Community Software, Community Software may not be supported by SUSE or may be subject to different or reduced levels of support, in each case, as specified on the webpage or repository from which the Community Software is made available by SUSE for download.
 - b) **Product Support Lifecycle and Application of Current Software.** SUSE provides support for each SUSE Product during that product’s standard lifecycle as described at <https://www.suse.com/support/policy.html> and <https://www.suse.com/lifecycle/>. Subscription Offering benefits are, unless otherwise agreed in writing, conditioned on You having applied the most current maintenance software available; for example, once a new Service Pack becomes available, support may be conditioned on You having applied that Service Pack. Similarly, support for Modules are conditioned on You having updated to the most recent Module version made available by SUSE. SUSE’s support obligations for each SUSE Product cease at the end of that SUSE Product’s lifecycle.
 - c) **Software Updates and Upgrades.** If SUSE commercially releases any Upgrades and/or Updates during the period covered by Your Subscription Offering, SUSE will make such Upgrades and/or Updates available to You within a reasonable period of time after they become commercially available. To obtain Upgrades and Updates, You will need to subscribe, at no extra cost, to SUSE’s Upgrade notification service. You will be entitled (and may be required by SUSE) to install and use such Upgrades and/or Updates up to the number of installations for which You have purchased a Subscription Offering. Use of Upgrades is subject to the restrictions of the EULA provided with the Upgrade.
 - d) **Premium Support Services.** SUSE offers optional Premium Support Services, including SUSE Sovereign Premium Support Services. If You purchase these services, the specific service levels and supplemental terms found at <https://www.suse.com/services/premium/> and <https://www.suse.com/services/sovereign-premium-support/> will apply.

- e) **Third-party products.** SUSE shall not be liable to You, and shall not be in breach of any of its obligations under the Agreement, to the extent that any errors or defects in the operation of any SUSE Product are caused by a third-party product with which that SUSE Product interacts or interfaces.
 - f) **SUSE Policies.** You agree that your access to and use of the Subscription Offerings shall be subject to, and You agree to at all times comply with, the SUSE policies available at <https://www.suse.com/company/legal/> from time to time.
 - g) **Professional Services.** SUSE offers optional professional services including training, consultancy and implementation services, which are as described in a statement of work entered into between You and SUSE or described in standard service descriptions available online at <https://www.suse.com/services/> and referenced in an order placed by You. The provision of such professional services are governed by the SUSE Professional Services Addendum available at <https://www.suse.com/licensing/>, the terms of which are incorporated into the Agreement.
 - h) **Additional Promotional Terms.** As a condition of Your use and receipt of certain promotional Subscription Offerings (each being a “**Promotional Subscription**”), SUSE may include limited exceptions or additional terms or restrictions applicable to Your use of certain Subscription Offerings as specified: (a) in a Transaction Document; or (b) on www.suse.com at the time a Transaction Document is entered into (such restrictions or conditions being a “**Promotional Conditions**”). You agree to comply with any Promotional Conditions applicable to Your Promotional Subscription.
 - i) **Included Promotional Subscription Offerings.** A Promotional Subscription for a specific SUSE Product (the “**Promotional Product**”) may include entitlements to other SUSE Offerings for other SUSE Products at no additional charge or at a discounted price, as specified: (a) in a Transaction Document; or (b) on www.suse.com at the time a Transaction Document is entered into (such additional entitlements being an “**Add-On Subscription**”). If Your Promotional Subscription for a Promotional Product includes an Add-On Subscription, You may use that Add-On Subscription only if, at the commencement of the term of the Subscription Offering, You have registered all of the Instances of the Promotional Product specified in Your Transaction Document in the SCC. For example, if You purchase 50 SUSE Multi-Linux Support Subscription Offerings, which are accompanied by 50 SLES Add-On Subscriptions, You may not use the Add-On Subscriptions until You have registered all 50 SUSE Multi-Linux Instances in the SCC.
 - j) **SUSE AI.** Your use of SUSE AI is also governed by the SUSE AI Supplemental Terms set out at https://www.suse.com/licensing/AI_Terms, from time to time, the terms of which are incorporated into the Agreement.
 - k) **Software as a Service.** SUSE makes certain software available on a ‘software as a service’ basis. When You purchase a Subscription Offering for such software, You agree that your access to and use of that software is governed by the terms set out at www.suse.com/contracts/saas_addendum, which apply in addition to the terms of the Agreement.
 - l) **Proprietary Vendor Software.** SUSE licences and supports certain third-party software that is made available on proprietary licensed terms. When You purchase a Subscription Offering for such software, You agree that your access to and use of that software is governed by the proprietary license terms and other terms set out at suse.com/contracts/vendor_software_addendum, which apply in addition to the terms of the Agreement.
- 5.2. **Unit of Measure.** Unless otherwise agreed in writing, SUSE will invoice You based on Your consumption of Units. You agree to comply with all restrictions set out in the Metrics Appendices with respect to your access and use of the Subscription Offerings. You must ensure that the number of subscriptions that you purchase is sufficient to cover the number of Units consumed.
- 5.3. **Coverage Requirement.** When You acquire a Subscription Offering for a SUSE Product, You must also acquire sufficient Subscription Offerings in the applicable Units to cover all installations or deployments of that SUSE Product (including variants or components thereof). This requirement is called SUSE’s “**Coverage Model**”. By way of example, if the Unit is per device on which a SUSE Product is installed, then You must acquire a Subscription Offering for each device on which that SUSE Product is installed. Upon renewal of a Subscription Offering for a SUSE Product, your payment of Subscription Offering fees will be deemed a representation of the number of installations deployed or Supported (as applicable), for that SUSE Product. If You use an Evaluation Offering, Academic Offering and/or a Developer Offering in a Production Environment or for commercial use, You agree to

pay for the Subscription Offerings for your deployed or Supported (as applicable) SUSE Products as required by the Coverage Model.

5.4. **Applying the Coverage Model to Specific SUSE Products.**

- a) **SUSE Linux Enterprise.** Without limiting Section 5.3, the Coverage Model applies to all SUSE Products containing “SUSE Linux Enterprise” or “SLE” in the product names as if they were one SUSE Product. This means that, for example, if You have a Subscription Offering for SLES, You must also maintain Subscription Offerings for all your deployments of SLES for SAP, and vice versa.
- b) **SUSE MLS Product:** As a limited exception to Section 5.3, in the case of SUSE MLS Products, the Coverage Model applies only to deployments or installations of a SUSE MLS Product that is Supported by SUSE.

5.5. **Internal Use**

- a) Except to the extent otherwise agreed in writing between You and SUSE, each Subscription Offering acquired by You is solely for your Internal Use and internal benefit and may be deployed only on infrastructure owned or managed by You or managed on Your behalf, in each case, exclusively for Your internal benefit.
- b) Your Affiliates may access and use Subscription Offerings acquired by You provided that: (a) You ensure that each Affiliate accessing or using the Subscription Offering complies with the Agreement, including procuring access to such Affiliates’ premises for the purpose of compliance verification in accordance with the Agreement; (b) You are responsible for Your Affiliates’ non-compliance with the Agreement as if it were Your own; (c) You are liable for the payment of all Subscription Offerings used or accessed by Your Affiliate; and (d) nothing in the Agreement grants any Affiliate the right to enforce the Agreement directly against SUSE.

5.6. **No Mixing of Subscription Offerings.** Subscription Offerings may only be applied to the exact SUSE Product for which the Subscription Offering was acquired. By way of example and not limitation, You cannot apply Subscription Offering benefits for the x86 platform version of SUSE® Linux Enterprise Server (SLES) to the z System platform version of SLES, nor may you apply Subscription Offerings benefits for SLES to SLES for SAP Applications. You may not mix 1-2 Virtual Machine Subscription Offerings with Unlimited Virtual Machine Subscription Offerings on the same Physical Server. All Subscription Offerings must be of the same type on a Physical Server.

5.7. **Registration of Subscription Offerings.** Your entitlement to support in respect of any deployment of SUSE Products is conditional upon You having first registered your SUSE Product, together with the system on which it is installed, on SCC. You are not entitled to access the benefit of the Subscription Offerings without prior registration and SUSE reserves the right to refuse to provide technical support to You and/or permit You to download Updates and/or Upgrades unless and until You have registered each deployment in accordance with this Section 5.7.

6. **Bring Your Own Subscription (“BYOS”)**

- 6.1. **Transferring or deploying Subscription Offerings to a Public Cloud.** SUSE operates a ‘Bring Your Own Subscription’ (BYOS) policy that allows You, subject to compliance with the remainder of this Section 6 and the requirements of the SUSE Cloud Connect Program, to use SUSE Products in Eligible Public Clouds (“**SUSE Cloud Products**”) and to ‘transfer’ existing Subscription Offerings in respect of ‘on premise’ deployments to those SUSE Cloud Products. In order to use SUSE Cloud Products on an Eligible Public Cloud, you must first register the Subscription Offerings you wish to transfer to the Eligible Public Cloud at <https://www.suse.com/services/cloud-connect/>.
- 6.2. **Reporting.** You consent to the Public Cloud vendor reporting your usage of SUSE Cloud Products and corresponding Subscription Offerings in the vendor’s Public Cloud to SUSE.
- 6.3. **Removal of Public Cloud Vendor from Eligibility.** SUSE may remove a particular Public Cloud vendor with sixty (60) days’ notice. You may continue to use such Subscription Offerings that have already been validly transferred to that Public Cloud vendor under Section 6.1 hereto during this sixty-day notice period or for the remainder of the term of the Subscription Offering, whichever is shorter. You may, subject to Section 6.1, also transfer Your Subscription Offering to another eligible Public Cloud vendor or (back) to your premises.

7. **Technical Usage Data**

- 7.1. **Technical Usage Data.** SUSE collects and generates technical usage data relating to Customer's deployments of SUSE Products, including error logs, usage patterns, update status, hardware data (e.g. GPU vendor and drivers) and the systems on which the SUSE Products are deployed, but in each case, excluding Personal Data (together, the "**Technical Usage Data**").
- 7.2. **Methods of Collection.** SUSE collects Technical Usage Data: (a) by way of Your use of certain SUSE Products, where such SUSE Products collect the Technical Usage Data; (b) by requiring You to install or use a tool that captures the Technical Usage Data and provide that Technical Usage Data to SUSE; or (c) by way of Your registration of Your deployments in SCC.
- 7.3. **Your Agreement to Technical Usage Data Collection.** As a condition of Your use of and access to the SUSE Offerings, You agree that SUSE will collect and generate Technical Usage Data as described in this Section and that SUSE will use, store, analyze, and aggregate the Technical Usage Data solely for the purpose of: (i) performing its obligations under the Agreement; (ii) improving the services SUSE provides to customers; (iii) developing new products and services for customers; (iv) monitoring Your compliance with the Agreement; and (v) improving SUSE Products and services.

8. Technical Preview

SUSE may from time to time, via the SCC, provide early access to new, beta or pre-release product features and functionality, for You to provide feedback on and for You to test and experiment with (such products and features being "**Technical Previews**"). Technical Previews are not SUSE Products, are not provided as part of any SUSE Offering and none of the rights or obligations in the Agreement apply to the Technical Previews. Your use of the Technical Previews is subject to the terms of the Technical Previews End User License Agreement, which is available at <https://www.suse.com/licensing/>. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT THE TECHNICAL PREVIEWS MAY CONTAIN ERRORS AND ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

9. Limitation of Liability and Indemnity

- 9.1. SUBJECT TO SECTION 9.3, NEITHER PARTY, NOR ITS AFFILIATES, WILL BE LIABLE FOR (A) LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OR CORRUPTION OF DATA, IN EACH CASE WHETHER DIRECT OR INDIRECT; OR (B) ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, IN EACH CASE, WHETHER ARISING UNDER ANY LEGAL OR EQUITABLE THEORY OR ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, ALL OF WHICH ARE HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT ANY PARTY TO THE AGREEMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2. SUBJECT TO SECTION 9.3, EACH PARTY'S AGGREGATE LIABILITY UNDER OR RELATING TO THE AGREEMENT: (A) FOR ALL CLAIMS ARISING OUT OF A SUSE OFFERING, IS LIMITED TO THE FEES RECEIVED BY SUSE IN RESPECT OF THE SUSE OFFERING GIVING RISE TO THE FIRST CLAIM UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THAT (FIRST) CLAIM (OR ONE THOUSAND US DOLLARS (\$1000) IF NO AMOUNTS WERE RECEIVED); AND (B) FOR ALL OTHER CLAIMS UNDER OR IN CONNECTION WITH THE AGREEMENT, IS LIMITED TO FIVE THOUSAND US DOLLARS (\$5,000). THIS LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHER LEGAL THEORY.
- 9.3. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NOTHING IN THE AGREEMENT EXCLUDES OR LIMITS: (A) LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR (B) LIABILITY FOR FRAUD OR FRAUDULENT MISREPRESENTATION; (C) ANY OTHER LIABILITY THAT CANNOT BE LAWFULLY EXCLUDED OR LIMITED; OR (D) YOUR OBLIGATION TO MAKE PAYMENT OF FEES DUE AND PAYABLE UNDER THE AGREEMENT.

10. Contracting Entity

You are entering the Agreement with the SUSE entity that corresponds to your location as follows:

Your Location	SUSE Entity
Americas (except Canada)	SUSE LLC

Asia-Pacific (except India and Japan)	SUSE LLC
Canada	SUSE Software Solutions Canada ULC
India SUSE	SUSE Software Solutions India Private Ltd
Japan	SUSE Software Solutions Japan KK
Europe, Middle-East and Africa	SUSE Software Solutions Ireland Ltd

11. Governing Law

- 11.1. Except as specified in Section 11.2 or Section 11.3 below or in the CSA, MLA or VLA, the Agreement is governed by, construed in accordance with, and enforced under the substantive law of the State of New York, without giving effect to any contrary choice of law or conflict of law provision or rule (whether of the State of New York or other jurisdiction). Any claim or action brought by a party in connection with the Agreement, or any part hereof, will be brought in the appropriate federal or state court located in the State of New York, New York County, and the Parties irrevocably consent to the exclusive jurisdiction of such courts. In any action relating to the Agreement, each of the parties irrevocably waives the right to trial by jury.
- 11.2. If Your principal place of business is the United Kingdom, or a member state of the European Union or the European Free Trade Association, (1) the courts of England and Wales shall have exclusive jurisdiction over any action of law relating to the Agreement; and (2) the laws of England and Wales shall apply except where the laws of the country of Your principal place of business are required to be applied to any such action of law, in which case the laws of that country shall apply.
- 11.3. If Your country of principal residence is in the People's Republic of China, the applicable law will be the law of the People's Republic of China. Where any dispute arises out of or in relation to the Agreement, SUSE or You may give notice in writing of the dispute to the other party, setting out the material particulars of the dispute and the parties must act in good faith to try to resolve the dispute quickly. Any dispute not resolved between the parties within 30 days of such notice may be referred by either party to, and finally resolved by, arbitration in China in accordance with the Arbitration Rules of the China International Economic and Trade Arbitration Commission ("**CIETAC**") for the time being in force, which rules are deemed to be incorporated by reference in this Section 11.3. Each arbitration shall be conducted by one arbitrator (selected by agreement between the parties, or failing agreement, in accordance with the CIETAC Rules). Arbitration shall be conducted in the Chinese language and in confidence. The parties agree to comply with any arbitration award or order made pursuant to such arbitration and such award or order shall be final and binding on the parties.
- 11.4. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement or its subject matter.

Exhibit 1 – Matrix of SUSE Products

Some of the SUSE Products below include text in brackets referring to former names, because SUSE has updated the product names of certain SUSE Products and accordingly, the names of the corresponding SUSE Offerings. This name change does not affect Your entitlement to support under the Agreement for the SUSE Products pursuant to purchased SUSE Offerings of the previous name. All previous names for SUSE Products (in brackets) and SUSE Offerings will now correspond to the new names as listed below.

SUSE Product	SUSE Offering	Unit of Measure	Stackable	Details
SUSE® Linux Enterprise Server	SUSE Linux Enterprise Server for Arm 1-2 Virtual Machines	(Arm AArch64) per 1-2 Sockets per Physical Server or 1-2 Virtual Machine	Yes	Appendix A
	SUSE Linux Enterprise Server for Arm Unlimited Virtual Machines	(Arm AArch64) per 1-2 Sockets with Unlimited Virtual Machines per Physical Server	Yes	Appendix A
	SUSE Linux Enterprise Server for Arm, 1-2 Virtual Machines	(Arm AArch64) per group of 4 Cores	Yes	Appendix A
	SUSE Linux Enterprise Server for Arm, Unlimited Virtual Machines	(Arm AArch64) per group of 4 Cores	Yes	Appendix A
	SUSE Linux Enterprise Server for Education Usage with Lifecycle Management, x86 & x86-64, 1-2 Sockets with Unlimited Virtual Machines	(x86 & x86-64) per 1-2 Sockets per Physical Server or 1-2 Virtual Machines	Yes	Appendix A
	SUSE Linux Enterprise Server for Education Usage, x86 & x86-64, 1-2 Sockets or 1-2 Virtual Machines	(x86 & x86-64) per 1-2 Sockets per Physical Server or 1-2 Virtual Machines	Yes	Appendix A
	SUSE Linux Enterprise Server for Education Usage, x86 & x86-64, 1-2 Sockets with Unlimited Virtual Machines	(x86 & x86-64) per 1-2 Sockets with Unlimited Virtual Machines per Physical Server	Yes	Appendix A
	SUSE Linux Enterprise Server for POWER, ppc64, 1-2 Sockets or 1-2 Virtual Machines	(ppc64) per 1-2 Sockets per Physical Server or 1-2 Virtual Machines	Yes	Appendix A
	SUSE Linux Enterprise Server for POWER, ppc64, 1-2 Sockets with Unlimited Virtual Machines	(ppc64) per 1-2 Sockets with Unlimited Virtual Machines per Physical Server	Yes	Appendix A
	SUSE Linux Enterprise Server for POWER, ppc64, pre- Apr 2016	(ppc64) per Socket per Physical Server	Yes	Appendix A
	SUSE Linux Enterprise Server for POWER, ppc64le, 1-2 Sockets or 1-2 Virtual Machines	(ppc64le) 1-2 Sockets per Physical Server or 1-2 Virtual Machines	Yes	Appendix A
	SUSE Linux Enterprise Server for POWER, ppc64le, 1-2 Sockets with Unlimited Virtual Machines	(ppc64le) 1-2 Sockets with Unlimited Virtual Machines per Physical Server	Yes	Appendix A

SUSE Product	SUSE Offering	Unit of Measure	Stackable	Details
	SUSE Linux Enterprise Server for POWER, ppc64le, pre-Apr 2016	(ppc64le) per Socket per Physical Server	Yes	Appendix A
	SUSE Linux Enterprise Server for Raspberry Pi	(Raspberry Pi 3 Model B) per Physical System	Yes	Appendix A
	SUSE Linux Enterprise Server for SAP Applications with Live Patching, 1-2 Sockets with Unlimited Virtual Machines	(x86-64 or ppc64), 1-2 Sockets with Unlimited Virtual Machines	Yes	Appendix A
	SUSE Linux Enterprise Server for SAP Applications, POWER, 1-2 Sockets with Unlimited Virtual Machines	(ppc64) 1-2 Sockets with Unlimited Virtual Machines per Physical Server	Yes	Appendix A
	SUSE Linux Enterprise Server for SAP Applications, x86-64, 1-2 Sockets with Unlimited Virtual Machines	(x86-64) per 1-2 Sockets with Unlimited Virtual Machines per Physical Server	Yes	Appendix A
	SUSE Linux Enterprise Server for z Systems and LinuxONE, s390x	(s390x) per IFL or CP per IBM z Systems or IBM LinuxONE Physical Server	Yes	Appendix A
	SUSE Linux Enterprise Server with Expanded Support, 1-2 Sockets or 1-2 Virtual Machines	(x86 & x86-64) per 1-2 Sockets or 1-2 Virtual Machines	Yes	Appendix A
	SUSE Linux Enterprise Server with Expanded Support, 1-2 Sockets with Unlimited Virtual Machines	(x86 & x86-64) per 1-2 Sockets with Unlimited Virtual Machines	Yes	Appendix A
	SUSE Linux Enterprise Server with Live Patching, 1-2 Sockets with Unlimited Virtual Machines	(x86-64 or ppc64), 1-2 Sockets with Unlimited Virtual Machines	Yes	Appendix A
	SUSE Linux Enterprise Server, x86 & x86-64, 1 Virtual Machine	(x86 & x86-64) 1 Virtual Machine	Yes	Appendix A
	SUSE Linux Enterprise Server, x86 & x86-64, 1-2 Sockets or 1-2 Virtual Machines	(x86 & x86-64) per 1-2 Sockets per Physical Server or 1-2 Virtual Machines	Yes	Appendix A
	SUSE Linux Enterprise Server, x86 & x86-64, 1-2 Sockets with Unlimited Virtual Machines	(x86 & x86-64) per 1-2 Sockets with Unlimited Virtual Machines per Physical Server	Yes	Appendix A
	SUSE Linux Enterprise Server, x86 & x86-64, Physical only, 1-2 Sockets	(x86 & x86-64) per 1-2 Sockets per Physical Server	Yes	Appendix A
SUSE® Linux Enterprise Extensions	Geo Clustering for SUSE Linux Enterprise High Availability Extension (Geo SLE HA), s390x	(s390x) per IFL or CP on z Systems; requires SUSE Linux Enterprise High Availability Extension Subscription Offering for (s390x)	Yes	Appendix B
	Geo Clustering for SUSE Linux Enterprise High Availability Extension (Geo SLE HA), x86 &	(x86 & x86-64) per 1-2 Sockets per Physical Server; requires SUSE Linux Enterprise High Availability	Yes	Appendix B

SUSE Product	SUSE Offering	Unit of Measure	Stackable	Details
	x86-64	Extension Subscription Offering for (x86 & x86-64)		
	Geo Clustering for SUSE Linux Enterprise High Availability Extension for x86, AMD64 & Intel64 (Geo SLE HA), x86 & x86-64, pre-May 2015	(x86 & x86-64) per 1-2 or 4 or 8 Sockets per Physical Server. Inherited Virtualization	No	Appendix B
	SUSE Linux Enterprise High Availability Extension (SLE HA), ppc64	(ppc64) per Socket per Physical Server	Yes	Appendix B
	SUSE Linux Enterprise High Availability Extension (SLE HA), s390x	(s390x) per IFL or CP per IBM z Systems Physical Server	Yes	Appendix B
	SUSE Linux Enterprise High Availability Extension (SLE HA), x86 & x86-64	(x86 & x86-64) per 1-2 Sockets per Physical Server or 1-2 Virtual Machines with Inherited Virtualization	Yes	Appendix B
	SUSE Linux Enterprise High Availability Extension for x86, AMD64 & Intel64 (SLE HA), x86 & x86-64, pre-May 2015	(x86 & x86-64) per 1-2 or 4 or 8 Sockets per Physical Server. Inherited Virtualization	No	Appendix B
	SUSE Linux Enterprise High Availability Extension with Expanded Support	(x86 & x86-64) per 1-2 Sockets with Inherited Virtualization, Inherited Subscription	Yes	Appendix B
	SUSE Linux Enterprise Live Patching, ppc64le	(ppc64le) per 1-2 Sockets per Physical Server or 1-2 Virtual Machines	Yes	Appendix B
	SUSE Linux Enterprise Live Patching, x86-64	(x86-64) per 1-2 Sockets per Physical Server or 1-2 Virtual Machines	Yes	Appendix B
	SUSE Linux Enterprise Real Time Extension (SLE RT), x86-64	(x86-64) per Physical Server	No	Appendix B
	SUSE Linux Enterprise Workstation Extension, x86- 64	(x86-64) per Instance; requires SUSE Linux Enterprise Server Subscription Offering for x86-64	No	Appendix B
	SUSE Linux Enterprise Workstation Extension, x86-64	(x86-64) per Instance	No	Appendix B
	SUSE Multi-Linux Support High Availability Extension	(x86 & x86-64) per 1-2 Sockets with Inherited Virtualization, Inherited Subscription	Yes	Appendix B
	Virtual Machine Driver Pack Extension up to 4 Virtual Instances (VMDP), x86 & x86-64	(x86 & x86-64) per 1-4 Virtual Instances per Physical Server	No	Appendix B
	Virtual Machine Driver Pack Extension, unlimited Virtual	(x86 & x86-64) per Unlimited Virtual Instances per Physical	No	Appendix B

SUSE Product	SUSE Offering	Unit of Measure	Stackable	Details
	Instances (VMDP), x86 & x86-64	Server		
SUSE® Linux Enterprise Point of Service	SUSE Linux Enterprise Point of Service Administration Server ("SLE POS Admin Server"), x86 & x86-64	(x86 & x86-64) per Instance	No	Appendix C
	SUSE Linux Enterprise Point of Service Branch Server ("SLE POS Branch Server"), x86 & x86-64	(x86 & x86-64) per Instance	No	Appendix C
	SUSE Linux Enterprise Point of Service Client ("SLE POS Client"), x86	(x86) per Device	No	Appendix C
SUSE® Rancher Developer Access	SUSE® Rancher Developer Access	Per Authorized User	Yes	Appendix D
SUSE® Multi-Linux Manager (formerly SUSE Manager)	SUSE Multi-Linux Manager for Retail Branch Server All-in-one, Intel64 & AMD64, x86-64	Per 1-2 Sockets with Unlimited Virtual Machines per Physical Server	No	Appendix E
	SUSE Multi-Linux Manager for Retail Branch Server, Intel64 & AMD64, x86-64	Per 1-2 Sockets with Unlimited Virtual Machines per Physical Server	No	Appendix E
	SUSE Multi-Linux Manager Lifecycle Management, physical deployment, Arm AArch64	(Arm AArch64) per group of 4 Cores	Yes	Appendix E
	SUSE Multi-Linux Manager Lifecycle Management, physical deployment, Arm AArch64	(Arm AArch64) per 1-2 Sockets per Physical Server	Yes	Appendix E
	SUSE Multi-Linux Manager Lifecycle Management, physical deployment, x86 or x86-64 or ppc64 or ppc64le	(x86 or x86-64 or ppc64 or ppc64le) per 1-2 Sockets per Physical Server	Yes	Appendix E
	SUSE Multi-Linux Manager Lifecycle Management, virtualized deployment, s390x	(s390x) per IFL or CP per IBM z Systems Business Class or Enterprise Class Physical Server. Unlimited Virtual Instances per Physical Server	Yes	Appendix E
	SUSE Multi-Linux Manager Lifecycle Management, virtualized deployment, x86 or x86-64 or ppc64 or ppc64le	(x86 or x86-64 or ppc64 or ppc64le) per 1-2 Instances or per 1-2 Virtual Instances	Yes	Appendix E
	SUSE Multi-Linux Manager Lifecycle Management, virtualized deployment, x86 or x86-64 or ppc64 or ppc64le	(x86 or x86-64 or ppc64 or ppc64le or Arm AArch64), per 1-2 Sockets per Physical Server. Unlimited Virtual Instances per Physical Server	Yes	Appendix E
	SUSE Multi-Linux Manager Lifecycle Management+	(x86-64 or ppc64le), 1-2 Sockets or 1-2 Virtual Machines	Yes	Appendix E

SUSE Product	SUSE Offering	Unit of Measure	Stackable	Details
	SUSE Multi-Linux Manager Lifecycle Management+	(x86-64 or ppc64le), 1-2 Sockets with Unlimited Virtual Machines	Yes	Appendix E
	SUSE Multi-Linux Manager Lifecycle Management+	(ARM with 16 or more Cores), 1-2 Sockets or 1-2 Virtual Machines	Yes	Appendix E
	SUSE Multi-Linux Manager Lifecycle Management+	(ARM with 16 or more Cores), 1-2 Sockets with Unlimited Virtual Machines	Yes	Appendix E
	SUSE Multi-Linux Manager Lifecycle Management+	Per IFL with Unlimited Virtual Machines	Yes	Appendix E
	SUSE Multi-Linux Manager Management Pack for Microsoft System Center	Per Microsoft System Center Operations Manager (SCOM) Instance	No	Appendix E
	SUSE Multi-Linux Manager Monitoring (s390x)	(s390x) per IFL or CP per IBM z Systems Business Class or Enterprise Class Physical Server	Yes	Appendix E
	SUSE Multi-Linux Manager Monitoring, physical deployment, x86 or x86-64 or ppc64 or ppc64le	(x86 or x86-64 or ppc64 or ppc64le) per 1-2 Sockets per Physical Server	Yes	Appendix E
	SUSE Multi-Linux Manager Monitoring, virtualized deployment Unlimited Virtualization, x86 or x86-64 or ppc64 or ppc64le	(x86 or x86-64 or ppc64 or ppc64le) per 1-2 Sockets per Physical Server. Unlimited Virtual Instances per Physical Server	Yes	Appendix E
	SUSE Multi-Linux Manager Monitoring, virtualized deployment, x86 or x86-64 or ppc64 or ppc64le	(x86 or x86-64 or ppc64 or ppc64le) per 1-2 Instances	Yes	Appendix E
	SUSE Multi-Linux Manager Proxy for Intel64 & AMD64, x86-64	(x86-64) per Instance	No	Appendix E
	SUSE Multi-Linux Manager Server for Intel64 & AMD64, up to 50 Managed Instances, x86-64	(x86-64) per Instance for up to 50 Managed Instances	No	Appendix E
	SUSE Multi-Linux Manager Server for Intel64 & AMD64, x86-64 or s390x	(x86-64 or s390x) per Instance	No	Appendix E
	SUSE Multi-Linux Manager Virtualization Management, x86-64	(x86-64) Per 1-2 Sockets per Physical Server	Yes	Appendix E
SUSE® Linux Enterprise Desktop	SUSE Linux Enterprise Desktop, x86 & x86-64	(x86 & x86-64) per Instance	No	Appendix G
	SUSE Linux Enterprise Desktop for Education Usage with Lifecycle Management, x86 & x86-64, 1	(x86 & x86-64) per Instance	No	Appendix G

SUSE Product	SUSE Offering	Unit of Measure	Stackable	Details
	Instance			
SUSE® Cloud Native Edge	SUSE Cloud Native Edge	(x86-64) per Edge Cluster	Yes	Appendix H
	SUSE Cloud Native Edge Embedded	(x86-64) per Edge Cluster	Yes	Appendix H
SUSE® Edge for Telco (formerly SUSE Adaptive Telco Infrastructure Platform)	SUSE Edge for Telco	(x86-64) per Edge Cluster	Yes	Appendix I
SUSE® Linux Enterprise Extensions	Reactive Long Term Service Pack Support, x86-64, for: 1-100 Instances 1-500 Instances - Unlimited Instances	(x86-64) per 1-100 or 1-500 or Unlimited Instances for the specified Service Pack	Yes	Appendix J
	SUSE Linux Enterprise for High Performance Computing Long Term Service Pack Support, x86-64, Arm	(x86-64, AArch64) per 1-2 Sockets per Physical Server	Yes	Appendix J
	SUSE Linux Enterprise Server Long Term Service Pack Support, ppc64	(ppc64) per 1-2 Sockets with Unlimited Virtual Machines per Physical Server	Yes	Appendix J
	SUSE Linux Enterprise Server Long Term Service Pack Support, x86 & x86-64	(x86 & x86-64) per 1-2 Sockets with Unlimited Virtual Machines per Physical Server	Yes	Appendix J
	SUSE Linux Enterprise Server Long Term Service Pack Support, x86-64, for: 1-10 Instances 1-100 Instances 1-500 Instances - Unlimited Instances	(x86-64) per 1-10, 1-100 or 1-500 or Unlimited Instances for the specified Service Pack	Yes	Appendix J
	SUSE Linux Enterprise Server Long Term Service Pack Support, x86, for: 1-100 Instances 1-500 Instances - Unlimited Instances	(x86) per 1-100 or 1-500 or Unlimited Instances for the specified Service Pack	No	Appendix J
	SUSE Linux Enterprise Server Long Term Service Pack Support, z Systems, s390x, for: 1 IFL - Unlimited IFLs	(s390x) per IFL or Unlimited IFLs for the specified Service Pack	Yes	Appendix J
SUSE® Linux Enterprise for High Performance Computing	SUSE Linux Enterprise for High Performance Computing ("SLE HPC"), x86-64 & Arm	(x86-64, AArch64) per 1-2 Sockets or 1-2 Virtual Machine per Physical Server	Yes	Appendix K
	SUSE Linux Enterprise for High Performance Computing ESPOS ("SLE HPC ESPOS"), x86-64 & Arm	(x86-64, AArch64) per 1-2 Sockets or 1-2 Virtual Machine per Physical Server	Yes	Appendix K

SUSE Product	SUSE Offering	Unit of Measure	Stackable	Details
	SUSE Linux Enterprise for High Performance Computing LTSS ("SLE HPC LTSS"), x86-64 & Arm	(x86-64, AArch64) per 1-2 Sockets per Physical Server	Yes	Appendix K
SUSE® Linux Micro (formerly SUSE Linux Enterprise Micro)	SUSE Linux Micro	(x86-64, AArch64), 1-16 Virtual Cores	Yes	Appendix L
SUSE® Rancher Prime	SUSE Observability Platform Optimization Add-on	Virtualized Deployments: Cores, vCPUs Bare Metal Deployments: Sockets, Cores	Yes	Appendix M
	SUSE Private Registry Add-on	Virtualized Deployments: Cores, vCPUs Bare Metal Deployments: Sockets, Cores	Yes	Appendix M
	SUSE Rancher Prime	Virtualized Deployments: Cores, vCPUs Bare Metal Deployments: Sockets, Cores	Yes	Appendix M
	SUSE Rancher Prime Suite	Virtualized Deployments: Cores, vCPUs Bare Metal Deployments: Sockets, Cores	Yes	Appendix M
	SUSE Rancher Prime: K3S/RKE2	Virtualized Deployments: Cores, vCPUs Bare Metal Deployments: Sockets, Cores	Yes	Appendix M
	SUSE Rancher for SAP Applications	Virtualized Deployments: Cores, vCPUs Bare Metal Deployments: Sockets, Cores	Yes	Appendix M
	SUSE Storage Add On (formerly Longhorn)	Virtualized Deployments: Cores, vCPUs Bare Metal Deployments: Sockets, Cores	Yes	Appendix M
	SUSE Virtualization (formerly Harvester)	Virtualized Deployments: Cores, vCPUs Bare Metal Deployments: Sockets, Cores	Yes	Appendix M
	SUSE Security Add On (formerly NeuVector)	Virtualized Deployments: Cores, vCPUs Bare Metal Deployments: Sockets, Cores	Yes	Appendix M

SUSE Product	SUSE Offering	Unit of Measure	Stackable	Details
	SUSE Linux Enterprise Real Time, 1-2 Sockets or 1-2 Virtual Machines	(x86-64), 1-2 Sockets or 1-2 Virtual Machines	Yes	Appendix N
SUSE® AI	SUSE AI	Virtualized Deployments: Cores, vCPUs Bare Metal Deployments: Sockets, Cores	Yes	Appendix O

Appendix A – SUSE Linux Enterprise Server and SUSE Linux Enterprise Server for SAP Applications

1. Operating Environments and Units of Measure

Each Physical Server, Virtualization Host or Virtualization Environment on which SUSE Linux Enterprise Server is deployed, installed, used or executed must have a Subscription Offering. Except for our Arm AArch64 processor Subscription Offerings, Units of Measure do not differentiate between single core, multi-core or simultaneous multi-threading capable Processors.

For Virtualization Environments, if the Unit of Measure chosen is per number of Sockets with Unlimited Virtual Machines per Physical Server, only Physical Servers for which the appropriate Subscription Offering has been acquired may be used to deploy such Virtualization Environment, irrespective of whether such Physical Server is actually used or for how long such Physical Server is used.

2. SUSE Linux Enterprise Server Subscription Offerings

A SUSE Linux Enterprise Server Subscription Offering must not be used as Subscription Offering for SUSE Linux Enterprise Server for SAP Applications. SUSE Linux Enterprise Server for SAP with 1-2 Sockets or 1-2 VMs allows you to use any combination of SUSE Linux Enterprise Server for SAP, SUSE Linux Enterprise Server, or SUSE Linux Enterprise Server together with SUSE Linux Enterprise High Availability Extension on a Physical Server or as guest VM.

To change the deployment type of a Product during the Subscription Offering period, You must choose the highest valued Subscription Offering matching Your different deployment types for this Product. For example, if You deploy the higher valued SUSE Linux Enterprise Server Subscription Offering for '1-2 Sockets with Unlimited Virtual Machines' during the Subscription Offering period for a deployment scenario matching a lower valued (when compared to the 1-2 Sockets with Unlimited Virtual Machines Subscription Offering) '1-2 Sockets or 1-2 Virtual Machines', You may continue to use the higher valued Subscription Offering for the remaining subscription period. However, You may not deploy the lower valued SUSE Linux Enterprise Server Subscription Offering for '1-2 Sockets or 1-2 Virtual Machines' during the Subscription Offering period for a deployment type matching the higher valued '1-2 Sockets with Unlimited Virtual Machines' Subscription Offering.

SUSE Linux Enterprise Server for SAP Subscription Offerings that begin on or after 1 November 2025 entitle You to Subscription Benefits for SUSE Multi-Linux Manager Lifecycle Management+.

3. x86 and x86-64 Architectures

For x86 and x86-64 Architectures, the following Subscription Offerings are available:

(a) Subscription Offerings for 1-2 Sockets or 1-2 Virtual Machines

These Subscription Offerings are to be used for flexible deployments on either Physical Servers or low-density Virtualization Environments or cloud virtualization.

(b) Subscription Offerings for Physical only, 1-2 Sockets

These Subscription Offerings are to be used for flexible deployments on Physical Servers and are not eligible for BYOS and cannot be transferred to SUSE Cloud Products.

(c) Subscription Offerings for 1 Virtual Machine

These Subscription Offerings are to be used for flexible deployments on low-density Virtualization Environments and are not eligible for BYOS and cannot be transferred to SUSE Cloud Products.

(d) Subscription Offerings for 1-2 Sockets with Unlimited Virtual Machines

These Subscription Offerings are to be used for flexible deployments on high-density Virtualization Environments.

4. Deployment on Physical Servers

The number of Subscription Offerings needed for a Physical Server is determined by the number of Sockets in

the Physical Server.

Physical Servers with 1 – 2 Sockets need either 1 Subscription Offering for "1-2 Sockets or 1-2 Virtual Machines" or 1 Subscription Offering for "Physical-only, 1-2 Sockets".

For Physical Servers with more than 2 Sockets, Subscription Offerings are Stackable to match or exceed the number of Sockets. For example, a Physical

Server with 4 Sockets needs 2 Subscription Offerings for "1-2 Sockets or 1-2 Virtual Machines" or alternatively 2 Subscription Offerings for "Physical only, 1-2 Sockets". A Subscription Offering for "1-2 Sockets or 1-2 Virtual Machines" or for "Physical only, 1-2 Sockets" can only be deployed on the same Physical Server, i.e. these Subscription Offerings cannot be used for 1 Socket on one Physical Server and 1 Socket on another Physical Server.

Subscription Offerings can be transferred to new and/or different Physical Servers. For example, when 10 Physical Servers with 2 Sockets each are replaced by 4 Physical Servers with 4 Sockets each, the 10 "1-2 Sockets or 1-2 Virtual Machines" Subscription Offerings can be transferred to the new Physical Servers. In this example, a total of 8 Subscription Offerings (2 per Physical Server with 4 Sockets) are transferred to the new Physical Servers. You can use the remaining 2 Subscription Offerings for later deployments.

Subscription Offerings for "Physical only, 1-2 Sockets" are not eligible for BYOS and cannot be transferred to SUSE Cloud Products.

5. Low-Density Virtualization Environments or Cloud Deployments

For low-density Virtualization Environments, the following Subscription Offerings are available:

- (a) Up to 2 Virtual Machines running on the same Virtualization Host or Virtualization Environment or within the same Private Cloud account or Public Cloud zone can be deployed with one "1-2 Sockets or 1-2 Virtual Machines" Subscription Offering. Subscription Offerings for "1-2 Sockets or 1-2 Virtual Machines" can also be repurposed as Virtual Machines on any Virtualization Host, Virtualization Environment or with any SUSE certified Cloud Services Provider (CSP).

At any point in time, a Subscription Offering for "1-2 Sockets or 1-2 Virtual Machines" can only be deployed either on a Physical Server or as Virtual Machines. For clarity, a Subscription Offering for "1-2 Sockets or 1-2 Virtual Machines" cannot be used for 1 Socket on a Physical Server and 1 Virtual Machine.

Subscription Offerings for "1-2 Sockets or 1-2 Virtual Machines" may not be used as a Virtualization Host. Virtualization Host capability is provided pursuant to the Subscriptions for 1-2 Sockets with Unlimited Virtual Machines defined below for high-density Virtualization Environments.

- (b) Up to 1 Virtual Machine in a Virtualization Environment can be deployed with one "1 Virtual Machine" Subscription Offering.

Subscription Offerings for "1 Virtual Machine" are not eligible BYOS and cannot be transferred to SUSE Cloud Products. Subscription Offerings for "1 Virtual Machine" cannot be used for the deployment of SAP workloads or for Sub-Capacity for ppc64le Power server deployments, as defined below.

6. High-Density Virtualization Deployments

For high-density Virtualized Deployments, a Subscription Offering for "1-2 Sockets with Unlimited Virtual Machines" is available. This Subscription Offering entitles You to deploy an unlimited number of Virtual Machines per 1-2 Sockets on a Virtualization Host. For Virtualization Hosts with more than 2 Sockets, Subscription Offerings are Stackable to match or exceed the number of Sockets. This Subscription Offering can be used on any third-party Virtualization Host and also includes the entitlement to run SUSE Linux Enterprise for x86-64 Xen or KVM as the Virtualization Host.

Subscription Offerings for "1-2 Sockets with Unlimited Virtual Machines" may be deployed either (1) on any Virtualization Host or (2) with any Cloud Services provider which is authorized by SUSE (Bring Your Own Subscription or "BYOS"), in each case only as 1 or 2 Virtual Machines and not with unlimited Virtual Machines. Subscription Offerings for 1-2 Sockets with Unlimited Virtual Machines must be acquired for each Virtualization Host capable of deploying SUSE Products within a Virtualization Environment.

SUSE Linux Enterprise Server for SAP with Unlimited Virtual Machines Subscription Offering allows you to run SUSE Linux Enterprise Server for SAP, SUSE Linux Enterprise Server, SUSE Linux Enterprise Server with SUSE Linux Enterprise High

Availability Extension or SUSE Linux Micro as the host OS or use a third party VM host. It also allows you to use any combination of SUSE Linux Enterprise Server for SAP, SUSE Linux Enterprise Server, SUSE Linux Enterprise Server together with SUSE Linux Enterprise High Availability Extension or SUSE Linux Micro as guest VM.

SUSE Linux Enterprise Server with Unlimited Virtual Machines Subscription Offering allows you to run SUSE Linux Enterprise Server or SUSE Linux Micro as the host OS or use a third-party VM host. It also allows you to use any combination of SUSE Linux Enterprise Server or SUSE Linux Micro as guest VM.

Where SAP workloads are deployed on KVM-based Virtualization Hosts in a Customer-owned environment or a single-tenant environment managed by a managed service provider exclusively on the Customer's behalf, the following applies:

- (a) All Virtualization Hosts running SAP workloads must have a current Subscription Offering for SUSE Linux Enterprise Server for SAP Applications, 1-2 Sockets with Unlimited Virtual Machines. Use of SUSE Linux Enterprise Server (non-SAP) or any other non-SUSE Linux Enterprise Server for SAP Applications Subscription Offering to support SAP workloads on KVM is not permitted.
- (b) The "1-2 Sockets with Unlimited Virtual Machines" Subscription Offering entitles the Customer to run an unlimited number of Virtual Machines per 1-2 sockets on each subscribed Virtualization Host, with Subscription Offerings Stackable to match or exceed the number of sockets on hosts with more than two sockets. Subscription Offerings must be acquired for each Virtualization Host capable of deploying SUSE Products in the Virtualization Environment.

7. SUSE Linux Enterprise Server for x86-64 and Power and for SUSE Linux Enterprise Server for SAP Applications for x86-64 and Power

Starting July 1st 2021, the x86-64 and Power Subscription Offerings for SUSE Linux Enterprise Server for SAP Applications with Live Patching, 1-2 Sockets with Unlimited Virtual Machines and SUSE Linux Enterprise Server with Live Patching, 1-2 Sockets with Unlimited Virtual Machines will respectively replace the existing Subscription Offerings for SUSE Linux Enterprise Server for SAP Applications, 1-2 Sockets with Unlimited Virtual Machines and SUSE Linux Enterprise Server, 1-2 Sockets with Unlimited Virtual Machines. This has no effect on Subscription Offerings for these products acquired before this date.

Both Standard and Priority Subscription Offerings for SUSE Linux Enterprise Server for SAP Applications with Live Patching, 1-2 Sockets with Unlimited Virtual Machines and SUSE Linux Enterprise Server with Live Patching, 1-2 Sockets with Unlimited Virtual Machines will include SUSE Linux Enterprise Live Patching. SUSE Linux Enterprise Live Patching must be purchased separately for SUSE Linux Enterprise Server and SUSE Linux Enterprise Server for SAP Applications Subscription Offerings for 1-2 Sockets or 1-2 Virtual Machines.

8. z Systems ("s390x")

For a Physical Server with IBM z Systems Processors (s390x), the number of required Subscription Offerings for Your environment must match or exceed the number of IFLs on which SUSE Linux Enterprise Server is deployed, installed, used or executed. You can use an unlimited number of SUSE Linux Enterprise Server Instances per IFL. Subscription Offerings are available for EC (Enterprise Class), BC (Business Class) type IBM z Systems models, and IBM LinuxONE type systems. The Unit of Measure for these Subscription Offerings is per IFL. If a single IFL on a specific Physical Server is used as an IFLe, then only IFLe use is permitted on that specific Physical Server. SUSE Linux Enterprise High Availability Extension (SLE HA) Subscription Offerings are included in SUSE Linux Enterprise Server for z Systems Subscription Offering.

Subscription Offerings for "LinuxOne" can only be deployed on a "LinuxOne" system and may not be used for deployment on any other system, including without limitation, deployment on EC (Enterprise Class), BC (Business Class) type IBM z Systems models.

9. Sub-Capacity for ppc64le Power servers

Physical Servers with PowerVM virtualization provide a hardware platform designed for workload consolidation with high scalability (192 cores + 64 TB memory) of servers combined with efficient virtualized resource management. Subscription Offerings for Power servers may be purchased for a subset of the Sockets on the Physical Server. This is known as Sub-Capacity pricing.

Sub-Capacity pricing is available for Subscription Offerings running on Power servers with four or more physical Sockets

and PowerVM virtualization. Sub-capacity pricing can be used for all Subscription Offerings that are based on a 1-2 Socket charge metric including but not limited to SUSE Linux Enterprise Server for Power, SUSE Linux Enterprise Server for SAP Applications for Power, SUSE Linux Enterprise High Availability Extension for Power, SUSE Linux Enterprise Live Patching, SUSE Multi-Linux Manager, and SUSE Multi-Linux Manager Lifecycle Management.

For example, if a Power 980 server with 16 Sockets of total capacity is configured to only provide 8 Sockets of Processor capacity to SUSE Linux Enterprise Server for Power, then You only have to purchase four 1-2 Socket Subscription Offerings for SUSE Linux Enterprise Server for Power. This is useful for customers that consolidate multiple SUSE and non-SUSE workloads on a single Physical Server.

Prerequisites for Sub-Capacity pricing on Power servers include:

- Must be server based on POWER8 or later generation Processors
- The Physical Server must have four or more physical Sockets
- PowerVM virtualization must be used to limit that amount of Processor capacity available to run the Subscription Offerings using PowerVM methodologies such as Dedicated processor partitions (Dedicated LPAR), Dynamic LPAR, Single or Multiple Shared Processor Pools

Note: Integrated Facility for Linux (IFL) on Power does not automatically limit Subscription Offerings to only run on IFL Processors.

Calculating Socket Pair Equivalent for ppc64le Power servers: IBM PowerVM virtualization assigns Processor capacity to an LPAR/VM in 1/20th increments of a Processor Core. Since Subscription Offerings for IBM Power are sold by Socket Pairs, it is necessary to calculate the "Socket Pair Equivalent" of Processor capacity assigned to a Subscription Offering when using Sub-Capacity. IBM Power servers vary the number of physical Processor Cores per physical Socket from 8 to 12 Cores. Due to this variability, it is necessary to calculate the Socket Pair Equivalent for each individual Physical Server because the Cores/Socket can vary between Physical Servers.

To calculate the Socket Pair Equivalent, the number of whole Processor Cores available to run the Subscription Offering are divided by the number of Cores for each physical Socket Pair in the Physical Server for which Subscription Offerings are being acquired.

For example, an eight Socket Power Physical Server with ten Cores per physical Socket and 40 Processor Cores assigned to SUSE Linux for SAP Applications for Power, the calculation is 40 Cores divided by 20 Cores (the Cores per Socket Pair on this Physical Server) = 2 Socket Pair Equivalent. You would need to purchase two SUSE Linux Enterprise Server for SAP Applications on Power Subscription Offerings. You must calculate the Socket Pair Equivalent calculation for each Subscription Offering running on that Physical Server.

When calculating the Socket Pair Equivalent, any fractional Cores or fractional Socket Pairs must be rounded up to the next highest integer. For example, if the number of Cores of capacity available to the Subscription Offering was "40.4", you would round the number of Cores to "41". Similarly, if the number of Sockets in the Socket Pair Equivalent is "2.1", the Socket Pair Equivalent is rounded up to "3".

Should You increase the Processor capacity you must correspondingly increase the number of Subscription Offerings. Note that changes to Processor pools or LPAR/VM configuration may require the acquisition of additional Subscription Offerings.

Subscription Offerings for "1 Virtual Machine" are not eligible for Sub-Capacity for ppc64le Power server deployments.

10. Arm AArch64 Processors ("AArch64") Subscription Offerings for 1-2 Sockets or 1-2 Virtual Machines

These Subscription Offerings are intended for flexible deployments on Physical Servers and low-density or cloud virtualization.

The number of Subscription Offerings needed for a Physical Server is determined by the number of Cores or Sockets in the Physical Server.

For Physical Servers with 16 or more Cores, the Subscription Offering is based on 1-2 Sockets. For example, a Physical Arm server with 16 Cores would require a single 1-2 Socket Subscription Offering.

For Physical Servers with more than 2 Sockets, Subscription Offerings are Stackable to match or exceed the number of

Sockets. For example, a Physical Server with 4 Sockets needs 2 Subscription Offerings for “1-2 Sockets or 1-2 Virtual Machines.” The maximum number of Cores per Socket Pair is limited to 144. One Subscription Offering cannot be used to entitle more than one Physical Server.

Each Physical Server on which SUSE Linux Enterprise Server is deployed, installed, used or executed must have a Subscription. Subscription Offerings can be transferred to new and/or different Physical Servers. For example, when 10 Physical Servers with 2 Sockets each are replaced by 4 Physical Servers with 4 Sockets each, the 10 “1-2 Sockets or 1-2 Virtual Machines” Subscription Offerings can be transferred to the new Physical Servers. In this example, a total of 8 Subscription Offerings (2 per Physical Server with 4 Sockets) are transferred to the new Physical Servers. You can use the remaining 2 Subscription Offerings for later deployments.

Up to 2 Virtual Machines running on the same Virtualization Host or Virtualization Environment or within the same Private Cloud account or Public Cloud zone can be deployed with one “1-2 Sockets or 1-2 Virtual Machines” Subscription Offering.

Subscription Offerings for “1-2 Sockets or 1-2 Virtual Machines” can also be repurposed as Virtual Machines on any Virtualization Host or with any SUSE certified Cloud Services Provider (CSP).

At any point in time, a Subscription Offering for “1-2 Sockets or 1-2 Virtual Machines” can only be deployed either on a Physical Server or as Virtual Machines. For clarity, a Subscription Offering for “1-2 Sockets or 1-2 Virtual Machines” cannot be used for 1 Socket on a Physical Server and 1 Virtual Machine.

Subscription Offerings for “1-2 Sockets or 1-2 Virtual Machines” may not be used as a Virtualization Host. Virtualization Host capability is provided pursuant to the Subscriptions for 1-2 Sockets with Unlimited Virtual Machine defined below.

11. AArch64 Subscription Offerings for 1-2 Sockets with Unlimited Virtual Machines

For a Physical Server with 64-bit Arm AArch64 Processors, “Unlimited Virtual” Subscription Offerings are available for Virtualized Deployments of SUSE

Linux Enterprise Server for use as Virtual Guest and/or Virtualization Host.

For Physical Servers with 16 or more Cores, the Unlimited Virtual Machine Subscription Offering is based on 1-2 Sockets. For example, an Arm Physical Server with 16 Cores would require a single 1-2 Socket Unlimited Virtual Machine Subscription Offering.

This Subscription Offering entitles You to deploy an unlimited number of Virtual Machines per Subscription Offering on a Virtualization Host. For Virtualization Hosts with more than 2 Sockets, Subscription Offerings are Stackable to match or exceed the number of Sockets. This Subscription Offering can be used on any third-party Virtualization Host and also includes the entitlement to run SUSE Linux Enterprise Xen or KVM as the Virtualization Host. One Subscription Offering cannot be used to entitle more than one Physical Server.

Each Physical Server on which SUSE Linux Enterprise Server is deployed, installed, used or executed must have a Subscription.

12. AArch64 Subscription Offerings for 1-2 Virtual Machines per 4 Cores

For Physical Servers with less than 16 physical Arm Cores, the Subscription Offerings are based on groups of 4 Cores. These Subscription Offerings are stackable up to a total of 15 Cores per Physical Server. For example, an Arm Physical Server such as a Raspberry Pi with a total of 4 Cores would need a single, 4-Core group Subscription Offering. An Arm Physical Server with 12 Cores would require three 4-Core group Subscription Offerings. An Arm Physical Server with 15 Cores would require four 4-Core group Subscription Offerings.

For a Physical Server with 64-bit Arm AArch64 Processors, the number of required Subscription Offerings must match or exceed the number of Cores in the Physical Server divided by four (4) and if necessary rounded to the next integer. Subscription Offerings are available for each group of 4 Cores. One Subscription Offering cannot be used to entitle more than one Physical Server.

Each Physical Server on which SUSE Linux Enterprise Server is deployed, installed, used or executed must have a Subscription. Virtualized Deployment of SUSE Linux Enterprise Server is not permitted with these Subscription Offerings (see “Virtualized Deployment” below).

13. AArch64 Subscription Offerings for Unlimited Virtual Machines per 4 Cores

For a Physical Server with 64-bit Arm AArch64 Processors, “Unlimited Virtual Machines” Subscription Offerings are available for Virtualized Deployments

of SUSE Linux Enterprise Server for use as Virtual Guest and/or Virtualization Host.

For Arm Physical Servers with less than 16 Cores, the Subscription Offerings are based on groups of 4 Cores. These Subscription Offerings are stackable up to a total of 15 Cores per Physical Server. For example, an Arm Physical Server with a total of 4 Cores would need a single, 4-Core group Unlimited Virtual Machine Subscription Offering. An Arm Physical Server with 12 Cores would require three 4-Core group Unlimited Virtual Machine Subscription Offerings.

This Subscription Offering entitles You to deploy an unlimited number of Virtual Machines per 4 Cores on a Virtualization Host. For Virtualization Hosts with more than 4 Cores, Subscription Offerings are Stackable to match or exceed the number of Cores. This Subscription Offering can be used on any third-party Virtualization Host and also includes the entitlement to run SUSE Linux Enterprise Xen or KVM as the Virtualization Host

The number of required “Unlimited Virtual Machines” Subscription Offerings for Your Physical Server must match or exceed the number of Cores in the Physical Server divided by four (4) and if necessary rounded to the next integer for each Core on which SUSE Linux Enterprise Server is deployed, installed, used or executed.

Each Physical Server on which SUSE Linux Enterprise Server is deployed, installed, used or executed must have a Subscription Offering.

14. SUSE Linux Enterprise Server with Expanded Support Subscription Offerings and Units of Measure

When You acquire SUSE Linux Enterprise Server with Expanded Support, You are actually acquiring a Subscription Offering for SUSE Linux Enterprise Server, but with the added entitlement for Expanded Support. As such, the Units of Measure for SUSE Linux Enterprise Server with Expanded Support are the same as for the corresponding SUSE Linux Enterprise Server Subscription Offering (e.g. with Unlimited Virtual Machines).

15. SUSE Multi-Linux Support (formerly SUSE Liberty Linux) Subscription Offerings and Units of Measure

Except for Promotional Subscriptions that are subject to Promotional Conditions, when You acquire a Subscription Offering for SUSE Multi-Linux Support, it includes an entitlement to SUSE Linux Enterprise Server. The Units of Measure for SUSE Multi-Linux Support are the same as for the corresponding SUSE Linux Enterprise Server Subscription Offering (e.g. with Unlimited Virtual Machines). However, if You use Your Subscription Offering in respect of a SUSE Multi-Linux Support deployment, You cannot, contemporaneously, use that same Subscription Offering for SUSE Linux Enterprise Server. You may use a Subscription Offering for SUSE Multi-Linux Support for a deployment of SUSE Linux Enterprise Server, only if: (i) that deployment of SUSE Linux Enterprise Server was formerly a deployment non-SUSE, Linux distribution; or (ii) You have otherwise ceased using that Subscription Offering in relation to a deployment of a non-SUSE, Linux distribution.

For CentOS deployments, Subscription Offerings may be used only for specific hardware and/or software versions of CentOS as specified: (a) in a Transaction Document; or (b) on www.suse.com at the time a Transaction Document is entered into (such conditions or restrictions being “**Promotional CentOS Conditions**”). If Your Subscription Offering includes Promotional CentOS Conditions, You may use that Subscription Offering only in accordance with the Promotional CentOS Conditions.

16. Telemetry Tools

As a condition of Your use and receipt of certain Subscription Offerings, SUSE may require You to collect Technical Usage Data using a telemetry tool as specified by SUSE from time to time (“**Telemetry Tool**”). In order to operate the Telemetry Tool, You may be required to install SUSE Linux Enterprise Server and, as such, Your purchase of such Subscription Offerings may, as specified: (a) in a Transaction Document; or (b) on www.suse.com at the time a Transaction Document is entered into, include an entitlement to a SUSE Linux Enterprise Server Subscription Offering, at no additional charge (such entitlement to SUSE Linux Enterprise Server being a “**Telemetry Host SLES**”). If Your Subscription Offering includes a Telemetry Host SLES entitlement, You may use that Telemetry Host SLES to operate the Telemetry Tool only, and for no other purpose.

Appendix B – SUSE Linux Enterprise Extensions

1. SUSE Linux Enterprise High Availability Extension

SUSE Linux Enterprise High Availability Extension is a SUSE Product based on open-source technology to implement highly available Linux clusters. It is supported on all Physical and Virtual Deployments where SUSE Linux Enterprise Server (x86, x86-64, ppc64, s390x) is supported.

Unit of Measure is the same as the Unit of Measure for SUSE Linux Enterprise Server Subscription Offerings for x86, AMD64 & Intel64, and POWER (see Appendix A).

Organizations with a Current SUSE Linux Enterprise Server Subscription Offering z Systems (s390x) are entitled to receive Subscription Offering benefits for SUSE Linux Enterprise High Availability Extension for the respective Hardware Architecture. Organizations with a SUSE Linux Enterprise Server Subscription Offering for POWER (ppc64) purchased before April 1st 2016, are entitled to receive Subscription Offering benefits for SUSE Linux Enterprise High Availability Extension.

SUSE Linux Enterprise High Availability Extension Subscription Offering benefits are determined by and inherited from the underlying SUSE Linux Enterprise Server Subscription Offering benefits.

2. Geo Clustering for SUSE Linux Enterprise High Availability Extension

To receive Subscription Offering benefits for Geographically Clustered Linux Servers, separate Geo Clustering for SUSE Linux Enterprise High Availability Extension Subscription Offerings are required, in addition to Current SUSE Linux Enterprise Server and SUSE Linux Enterprise High Availability Extension Subscription Offerings.

Unit of Measure for Geo SLE HA is the same as the Unit of Measure for SUSE Linux Enterprise Server for x86, AMD64 & Intel64 (x86 / x86-64), and z Systems (s390x) Subscription Offerings in Appendix A. Subscription Offering benefits for Geo Clustering for SUSE Linux Enterprise High Availability Extension are determined by and inherited from the Subscription Offering benefit of the underlying SUSE Linux Enterprise Server Subscription Offerings.

3. SUSE Linux Enterprise Server Real Time Extension

To receive Subscription Offering benefits for SUSE Linux Enterprise Server Real Time Extension ("SLE RT"), a separate SLE RT Extension Subscription Offering is required in addition to a Current SUSE Linux Enterprise Server Subscription Offering (see Appendix A) either for Physical Deployment or Unlimited Virtual Machines.

Unit of Measure for SLE RT is per Physical Server. Subscription Offering benefits for SLE RT are determined by and inherited from the underlying SUSE Linux Enterprise Server Subscription Offering.

4. SUSE Linux Enterprise Virtual Machine Driver Pack Extension

To receive Subscription Offering benefits for SUSE Linux Enterprise Virtual Machine Driver Pack Extension ("SLE VMDP"), a Current SUSE Linux Enterprise Server Subscription Offering is required (see Appendix A). Purchasing SLE VMDP Subscription Offerings without a Current SUSE Linux Enterprise Server Subscription Offering does not entitle You to receive Subscription Offering benefits for SLE VMDP.

Unit of Measure for SLE VMDP is either: (i) per 1 to 4 Virtual Instances per Physical Server, or (ii) unlimited number of Virtual Instances per Physical Server. Subscription Offering benefits for SLE VMDP are determined by the Subscription Offering benefit of the underlying SUSE Linux Enterprise Server Subscription Offering.

5. SUSE Linux Enterprise Workstation Extension Units of Measure

Units of Measure do not differentiate between single core or multi-core, or simultaneous multi-threading capable Processors. SUSE Linux Enterprise Workstation Extension ("SLE WE") requires one Current SLES Subscription Offering per Physical Server in addition to the respective SLE WE Instances.

6. SUSE Linux Enterprise Workstation Extension for Intel or AMD Processors ("x86-64"), Physical Deployment

For Physical Servers with 64-bit Processors, the number of Subscription Offerings must match or exceed the number of

Physical Servers or Devices, where SLE WE is deployed, installed, used or executed. Subscription Offering benefits for SLE WE are determined by and inherited from the Subscription Offering benefits of the underlying SUSE Linux Enterprise Server Subscription Offering. Virtualized Deployment of SUSE Linux Enterprise Workstation Extension is not permitted with this Subscription Offering. (See Virtualized Deployment below.) One Subscription Offering cannot be used to entitle more than one Physical Server.

7. SUSE Linux Enterprise Workstation Extension for Intel or AMD Processors (“x86-64”), Virtualized Deployment

For Physical Servers with 64-bit Processors, the number of Subscription Offerings must match or exceed the number of Instances of SUSE Linux Enterprise Workstation Extension for use as Virtual Instance. You can use an unlimited number of SUSE Linux Enterprise Workstation Instances per Physical Server. One Subscription Offering cannot be used to entitle more than one Virtual Instance. Each Virtual Instance on a Virtualization Host on which SUSE Linux Enterprise Workstation Extension is deployed, installed, used or executed must have a Subscription Offering. Subscription Offering benefits for SLE WE are determined by and inherited from the Subscription Offering benefits of the underlying SUSE Linux Enterprise Server Subscription Offering.

8. SUSE Linux Enterprise High Availability Extension with Expanded Support

When You acquire SUSE Linux Enterprise High Availability Extension with Expanded Support, You are actually acquiring a Subscription Offering for SUSE Linux Enterprise High Availability Extension, but with the added entitlement for Expanded Support. As such, the Units of Measure for SUSE Linux Enterprise High Availability Extension with Expanded Support are the same as for the corresponding SUSE Linux Enterprise High Availability Subscription Offering.

9. SUSE Multi-Linux Support (formerly SUSE Liberty Linux) High Availability Extension

When You acquire SUSE Multi-Linux Support High Availability Extension, You are actually acquiring a Subscription Offering for SUSE Linux Enterprise High Availability Extension, but with the added entitlement for SUSE Multi-Linux Support. As such, the Units of Measure for SUSE Multi-Linux Support High Availability Extension are the same as for the corresponding SUSE Linux Enterprise High Availability Subscription Offering.

10. SUSE Linux Enterprise Live Patching

SUSE Linux Enterprise Live Patching is based on open source technology to implement code updates during operation of the system. It is supported on all Physical and Virtual Deployments starting with SUSE Linux Enterprise Server 12 on x86-64 and POWER (ppc64le) and IBM z Systems (s390x). SUSE Linux Enterprise Live Patching benefits are available for the kernel versions listed on <https://www.suse.com/products/live-patching/>.

Starting from November 1, 2025, SUSE Linux Enterprise Live Patching is available as a built-in feature of newly introduced part numbers for SUSE Linux Enterprise Server and SUSE Linux Enterprise Server for SAP Applications. Entitlement to Live Patching is determined by the specific part numbers purchased; legacy part numbers that do not include Live Patching will not receive the feature as a built-in function, regardless of the purchase date.

Appendix C – SUSE Linux Enterprise Point of Service

1. SUSE Linux Enterprise Point of Service (“SLE POS”) Subscription Offerings and Units of Measure

Subscription Offerings for SUSE Linux Enterprise Point of Service (SLE POS) include access to SUSE Linux Enterprise Server and maintenance updates. Subscription Offering benefits are limited to the use of those components in a SLE POS solution as outlined below. For any individual Device to be eligible for Subscription Offering benefits, all Physical Servers, Instances, and Client Devices used as part of a SLE POS solution must have a Current Subscription Offering.

2. SLE POS Client

All point of service Client Devices that are running a SUSE Linux Enterprise operating system, either deployed by the SUSE Multi-Linux Manager for Retail solution or otherwise installed or deployed, must have a “SUSE Linux Enterprise Point of Service Client” Subscription Offering.

Client Devices are entitled to be used for running typical point of service applications or for supporting client applications (for example, a web browser). If the point of service application needs certain SUSE Linux Enterprise Server services to run, for example a local database, this is also covered by the SLE POS Client Subscription Offering.

Point-of-service Devices that are used in a server role, such as being used as a combined point of service terminal and as a branch server, must have at least a SUSE Multi-Linux Manager for Retail Branch Server Subscription Offering.

SLE POS Client Subscription Offerings must not be employed for any general-purpose desktop or server use.

3. SLE POS Hardware Architectures

SLE POS Client operating systems may only be built for the x86 Hardware Architecture.

4. SLE POS Virtualization

Provided that the restrictions mentioned above are complied with and all Instances belong to the same Point of Service solution, more than one virtual SUSE Linux Enterprise Point of Service Instance may be run on a single Physical Server that has a Current SUSE Multi-Linux Manager Branch Server Subscription Offering. For example, an operating system build server may be run as a Virtual Instance on the SUSE Multi-Linux Manager Branch Server can be run as a Virtual Instance on a combined point of service and SUSE Multi-Linux Manager Branch Server Device. SLE POS Subscription Offerings must not be used as general purpose servers or Client Device virtualization.

Appendix D – SUSE Rancher Developer Access

1. Entitlements and Units of Measure

A Subscription Offering for SUSE Rancher Developer Access entitles You, for the duration of the Subscription Offering, to access:

- Rancher Desktop (in accordance with its applicable license terms); and
- the elements of the SUSE Application Collection listed in <https://docs.apps.rancher.io/get-started/subscriptions> as being available with SUSE Rancher Developer Access

(together, the “**SUSE Rancher Developer Access Service**”) for development, testing and prototyping purposes in Non-Production Environments only.

SUSE may add, remove, or modify the selection of software available through the SUSE Rancher Developer Access Service at its discretion.

No support is provided for the SUSE Rancher Developer Access Service or any third-party software accessed using the SUSE Rancher Developer Access Service.

Subscription Offerings for the SUSE Rancher Developer Access Service are priced per Authorized User for the term of the relevant Subscription Offering. You must purchase one (1) User Subscription Unit for each Authorized User accessing the SUSE Rancher Developer Access Service. Each Authorized User must be individually registered and associated with a User Subscription Unit prior to accessing the SUSE Rancher Developer Access Service. SUSE may suspend access to the SUSE Rancher Developer Access Service if You exceed the number of purchased User Subscription Units or fail to pay applicable fees.

2. Authorized Users

Authorized User credentials issued for the SUSE Rancher Developer Access Service are for the sole use of the named individual. You are responsible for all activity conducted by Your Authorized Users using the SUSE Rancher Developer Access Service. You must implement reasonable administrative and technical controls to ensure that only Authorized Users access the SUSE Rancher Developer Access Service. You may not attempt to bypass, disable, or otherwise circumvent user access controls, registration mechanisms, or usage tracking associated with the SUSE Rancher Developer Access Service.

3. Measurement and Data Collection

You agree that SUSE may measure usage based on the total number of Authorized Users who are registered for and permitted to access the SUSE Rancher Developer Access Service at any point during the term of the Subscription Offering.

SUSE may collect and analyze Technical Usage Data related to access to the SUSE Rancher Developer Access Service, including to detect and enforce compliance with the restrictions in this Appendix. If SUSE detects or reasonably suspects misuse, SUSE may suspend, throttle, or otherwise limit access (including pull rates) to the SUSE Rancher Developer Access Service or related delivery services pending remediation or upgrade, without limiting SUSE's other rights and remedies under the Agreement.

4. Restriction on Production Use

You must not share Authorized User credentials with automated systems, shared pipelines or orchestration agents, and You must not allow the credentials for a User Account to be used to configure or permit any Production Environment to pull updates, Images or metadata.

In order to deploy or use any Subscription Content obtained via the SUSE Rancher Developer Access Service in a Production Environment, You must have an applicable Subscription Offering with the appropriate account type that permits such deployment or use (e.g. a Subscription Offering for SUSE Rancher Prime).

5. Use of Subscription Content

Any software accessed through the SUSE Rancher Developer Access Service is provided under the EULA and applicable

open-source licenses. Nothing in this Appendix modifies or replaces those open-source license terms.

You must not use Subscription Content in a Production Environment and You must not redistribute Subscription Content. However, nothing in this Appendix limits Your rights to:

- (a) use any open-source software included within the Subscription Content; or
- (b) remove SUSE Marks from such open-source software and redistribute it,

to the extent permitted by the terms of the applicable open-source license.

Appendix E – SUSE Multi-Linux Manager

1. SUSE Multi-Linux Manager (formerly SUSE Manager) Subscription Offerings and Units of Measure

SUSE Multi-Linux Manager Lifecycle Management+ Subscription Offering is an infrastructure management offering for SUSE Linux Enterprise Server, SUSE Linux (Enterprise) Micro and other selected non-SUSE operating systems and consists of entitlements for the SUSE Multi-Linux Manager Server and SUSE Multi-Linux Manager Proxy. SUSE Multi-Linux Manager Server and SUSE Multi-Linux Manager Proxy, along with their support entitlement will now be included with the new SUSE Multi-Linux Manager Lifecycle Management+ Subscription Offerings subject to the terms below when the requirement of a minimum of 10 Subscription Offerings is met or a SUSE Multi-Linux Manager Lifecycle Management+ Starter Pack (10) Subscription Offering is purchased.

SUSE Multi-Linux Manager Server is available for installation on a Physical Server or as a Virtual Instance.

SUSE Multi-Linux Manager Lifecycle Management+ Subscription Offerings

A quantity of 1 Current SUSE Multi-Linux Manager Lifecycle Management+, 1-2 Sockets Unlimited Virtual Machines Subscription Offerings, or 10 Current SUSE Multi-Linux Manager Lifecycle Management+ Subscription Offerings, 1-2 Sockets or 1-2 Virtual Machines is required to receive support.

In order to fulfill this requirement, You can purchase a SUSE Multi-Linux Manager Lifecycle Management+ Starter Pack (10) Subscription Offering for 1-2 Sockets or 1-2 Virtual Machines. Optionally, You may purchase a minimum of 10 single SUSE Multi-Linux Manager Lifecycle Management, 1-2 Sockets or 1-2 Virtual Machines, or 1 SUSE Multi-Linux Manager Lifecycle Management+, 1-2 Sockets Unlimited Virtual Machines Subscription Offering.

Promotional Conditions can override this minimum subscription requirement.

Each Managed Instance requires a SUSE Multi-Linux Manager Lifecycle Management+ Subscription Offering.

Each SUSE Multi-Linux Manager Proxy is considered to be a Managed Instance and requires a SUSE Multi-Linux Manager Lifecycle Management+ Subscription Offering. No additional workloads may be deployed on the Instance that is running SUSE Multi-Linux Manager Server or SUSE Multi-Linux Manager Proxy, but monitoring functionality can be added for each Managed Instance or the SUSE Multi-Linux Manager Server with a SUSE Multi-Linux Manager Monitoring Subscription Offering.

2. SUSE Multi-Linux Manager for Retail

At least one Retail Branch Server Subscription Offering is required for a deployment of SUSE Multi-Linux Manager for Retail Server. Managed Instances connected to the SUSE Multi-Linux Manager Server via the SUSE Multi-Linux Manager for Retail Branch Server or the SUSE Multi-Linux Manager for Retail Branch Server All-in-one, including the branch server and the point of service related workloads running on the branch server, do not require the SUSE Multi-Linux Manager Lifecycle Management+ Subscription Offering. Every Subscription Offering for a deployment of SUSE Multi-Linux Manager for Retail Branch Server or SUSE Multi-Linux Manager for Retail Branch Server All-in-one includes a free Subscription Offering for SUSE Linux Micro. No additional workloads may be deployed on the same Physical Server or Virtual Instance, except: (a) workloads that are solely used to serve data and applications to Point of Service client devices, which can be deployed on the same Physical Server; and (b) monitoring functionality, which can be added to SUSE Multi-Linux Manager for Retail Branch Server with a SUSE Multi-Linux Manager Monitoring Subscription Offering and that is also contained in the SUSE Multi-Linux Manager for Retail Branch Server All-in-one Subscription Offering.

Each Managed Instance connected directly to the SUSE Multi-Linux Manager Server requires a SUSE Multi-Linux Manager Lifecycle Management+ Subscription Offering.

You may only deploy POS Client Device Managed Instances running SLE POS or SUSE Linux (Enterprise) Micro with current Subscription Offerings in your SUSE Multi-Linux Manager for Retail environment.

3. SUSE Multi-Linux Manager Server

SUSE Multi-Linux Manager Server is available for installation on a Physical Server or as a Virtual Instance. A minimum of ten Current SUSE Multi-Linux Manager Lifecycle Management+ Subscription Offerings are required to receive support. The SUSE Multi-Linux Manager Lifecycle Management+ Subscription Offering can only be used with SUSE Multi-Linux Manager Server

or SUSE Multi-Linux Manager Proxy. Every Subscription Offering for a deployment of SUSE Multi-Linux Manager Server includes a free Subscription Offering for SUSE Linux Micro. You may not run any workloads besides SUSE Multi-Linux Manager Server on these instances of SUSE Linux Micro. Monitoring functionality can be added to SUSE Linux Micro with a SUSE Multi-Linux Manager Monitoring Subscription Offering.

No additional workloads are permitted to be deployed on the same Instance that is running the SUSE Multi-Linux Manager Server. Monitoring functionality can be added to SUSE Multi-Linux Manager Server with a SUSE Multi-Linux Manager Monitoring Subscription Offering.

The SUSE Multi-Linux Manager Server can be used with an unlimited number of Sockets per Physical Server or per Virtual Machine.

4. SUSE Multi-Linux Manager Proxy

SUSE Multi-Linux Manager Proxy is available for installation on a Physical Server or Virtual Instance or as a Container. Regardless of the deployment option chosen, the minimum of ten SUSE Multi-Linux Manager Lifecycle Management+ Subscription Offerings has to be met to receive support. The SUSE Multi-Linux Manager Lifecycle Management+ Subscription Offering can only be used with SUSE Multi-Linux Manager Server or SUSE Multi-Linux Manager Proxy. Every Subscription Offering for a deployment of SUSE Multi-Linux Manager Proxy includes a free Subscription Offering for SUSE Linux Micro. You may not run any workloads besides SUSE Multi-Linux Manager Proxy on these instances of SUSE Linux Micro. Monitoring functionality can be added to SUSE Linux Micro with a SUSE Multi-Linux Manager Monitoring Subscription Offering.

Every installation of SUSE Multi-Linux Manager Proxy comes with a free subscription to SUSE Linux Micro to run on. You may not run any workloads besides SUSE Multi-Linux Manager Proxy on these instances of SUSE Linux Micro, but monitoring functionality can be added for SUSE Multi-Linux Manager Proxy with a SUSE Multi-Linux Manager Monitoring Subscription Offering. Unless used in the SUSE Multi-Linux Manager for Retail environment, each SUSE Multi-Linux Manager Proxy is considered a Managed Instance and requires a SUSE Multi-Linux Manager Lifecycle Management+ Subscription Offering.

When deployed as part of the SUSE Multi-Linux Manager for Retail environment, each Instance of SUSE Multi-Linux Manager Proxy requires a SUSE Multi-Linux Manager for Retail Branch Server Subscription Offering or a SUSE Multi-Linux Manager for Retail Branch Server All-in-one Subscription Offering. The SUSE Multi-Linux Manager for Retail Branch Server Subscription Offering and the SUSE Multi-Linux Manager for Retail Branch Server All-in-one Subscription Offering can only be used when the SUSE Multi-Linux Manager Proxy is deployed as part of the SUSE Multi-Linux Manager for Retail architecture, in a typical point of service environments. No additional workloads may be deployed on the same Physical Server or Virtual Instance. However, where SUSE Multi-Linux Manager Proxy is deployed with the SUSE Multi-Linux Manager for Retail Branch Server Subscription Offering, workloads that are solely used to serve data and applications to Point of Service client devices can be deployed on the same Physical Server.

SUSE only provides support for SUSE Multi-Linux Manager Proxy when deployed with SUSE Multi-Linux Manager.

5. SUSE Multi-Linux Manager High Availability Servers

SUSE Multi-Linux Manager Server and SUSE Multi-Linux Manager Proxy can be set up as a cluster of 2 Instances using the SUSE Linux Enterprise High Availability Extension. Terms and conditions are available on request.

6. Rules for Applying Subscription Offerings to Managed Instances

a. *Physical Servers (except Arm AArch64)*

SUSE Multi-Linux Manager Lifecycle Management, SUSE Multi-Linux Manager Virtualization Management and SUSE Multi-Linux Manager Monitoring Subscription Offerings need to be applied on Physical Servers based on the number of Sockets per Physical Server. Subscription Offerings for 1 to 2 Sockets can be aggregated to provide Current Subscription Offerings for Physical Servers with more than 2 Sockets. For example, a 6 Socket Physical Server must have 3 "SUSE Multi-Linux Manager Lifecycle Management+ up to 2 Sockets or 2 Virtual Machines" Subscription Offerings.

SUSE Multi-Linux Manager Lifecycle Management+ Subscription Offerings for the Managed Instances are not required with the purchase of SUSE Multi-Linux Manager for Retail Branch Server Subscription Offerings or SUSE Multi-Linux Manager for Retail Branch Server All-in-One Subscription Offerings.

SUSE Multi-Linux Manager Lifecycle Management+ Subscription Offerings for the Managed Instances in a branch, are not required when the SUSE Multi-Linux Manager for Retail Branch Server or the SUSE Multi-Linux Manager for Retail Branch

Server All-in-One Subscription Offerings have been rightfully acquired for that branch.

b. Physical Servers based on Arm AArch64 processors

Subscription Offerings for SUSE Multi-Linux Manager Lifecycle Management for Arm need to be applied on Physical Servers based on the number of Sockets per Physical Server.

For Physical Servers with 16 or more Cores, the SUSE Multi-Linux Manager Lifecycle Management+ for Arm Subscription Offering is based on 1-2 Sockets. For example, an Arm Physical Server with 16 Cores would require a single 1-2 Socket Unlimited Virtual Machine Subscription Offering.

c. Virtual Instances

SUSE Multi-Linux Manager Lifecycle Management+, SUSE Multi-Linux Manager Lifecycle Management+ Starter Pack (10) and SUSE Multi-Linux Manager Monitoring each have two Subscription Offering options for Virtual Instances: You may choose a Subscription Offering either per 2 Virtual Instances or Unlimited Virtual Machines per Physical Server (as per preceding paragraph).

Per 2 Virtual Instances

The “SUSE Multi-Linux Manager Lifecycle Management+ up to 2 Sockets or 2 Virtual Instances” Subscription Offerings and “SUSE Multi-Linux Manager Monitoring up to 2 Sockets or 2 Virtual Machines” Subscription Offerings can be used to entitle 1 to 2 Virtual Machines.

Unlimited Virtual Machines

SUSE Multi-Linux Manager Lifecycle Management+ 1-2 Sockets with Unlimited Virtual Machines Subscription Offering include lifecycle management of the Virtualization Hosts and all Virtual Guest Operating Systems. SUSE Multi-Linux Manager Monitoring 1-2 Sockets with Unlimited Virtual Machines Subscription Offering include monitoring of the Virtualization Hosts and all Virtual Guest Operating Systems.

d. Cloud Deployments for SUSE Multi-Linux Manager Lifecycle Management+ and SUSE Multi-Linux Manager Monitoring

Subscription Offerings for “1-2 Sockets or 1-2 Virtual Machines” allows You to manage 1 Virtual Machine on any SUSE certified Cloud Services Provider authorized by SUSE (Bring Your Own Subscription or “BYOS”).

Subscription Offerings for “1-2 Sockets with Unlimited Virtual Machines” allows You to manage 3 Virtual Machines on any certified Cloud Services Provider authorized by SUSE (Bring Your Own Subscription or “BYOS”).

Appendix F – Not Used

Appendix G – SUSE Linux Enterprise Desktop

1. Operating Environments and Units of Measure for SUSE Linux Enterprise Desktop

Units of Measure do not differentiate between single core or multi-core or simultaneous multi-threading capable Processors.

2. SUSE Linux Enterprise Desktop for Intel or AMD Processors (“x86” or “x86-64”), Physical Deployment

For a Device with 32-bit or 64-bit Processors, the number of required Subscription Offerings must match or exceed the number of Devices, where SUSE Linux Enterprise Desktop is deployed, installed, used or executed. The Subscription Offering must be either Basic or a mix of Standard or Priority. Virtualized Deployment of SUSE Linux Enterprise Desktop is not permitted with this Subscription Offering. One Subscription Offering cannot be used to entitle more than one Device.

Appendix H – SUSE Cloud Native Edge

1. SUSE Cloud Native Edge Offering, Operating Environment and Unit of Measure

The Unit of Measure for the SUSE Cloud Native Edge Subscription Offering is per Edge Cluster. Each Edge Cluster may contain up to 5 Physical Servers. Each Edge Cluster must have an associated SUSE Cloud Native Edge Subscription Offering.

For Edge Clusters with more than 5 Physical Servers, SUSE Cloud Native Edge Subscription Offerings are Stackable to match or exceed the Physical Servers in the Edge Cluster.

Subscription Offerings for SUSE Cloud Native Edge are designed for use cases that move the data processing away from centralized processing in a Data Center or cloud environment over to Decentralized Computing at the data collecting device (edge). SUSE Cloud Native Edge Subscription Offerings must not be used in a Data Center or Public Cloud environment.

2. SUSE Cloud Native Edge Cluster Subscription Offering

Each SUSE Cloud Native Edge Cluster Subscription Offering includes support entitlements for SUSE Rancher Prime Nodes, SUSE Rancher Prime Management Server, SUSE Storage, SUSE Security, SUSE Multi-Linux Manager and SUSE Linux Micro on up to 5 Physical Servers in the same Edge Cluster.

The component entitlements that make up this SUSE Offering can only be used together in or to manage Edge Clusters that are part of the same SUSE Cloud Native Edge Cluster and may not be split across Physical Machines. Any use of any of the component entitlements included in a SUSE Cloud Native Edge Cluster Subscription Offering outside of this scope requires a separate and additional Subscription Offering for that component.

Appendix I – SUSE Edge for Telco

1. SUSE Edge for Telco (formerly SUSE Adaptive Telco Infrastructure Platform) Units, Operating Environment and Unit of Measure

The Unit of Measure for the SUSE Edge for Telco Subscription Offering is per Physical Server. Each Physical Server in a Telco Edge Cluster must have an associated SUSE Edge for Telco Subscription Offering. For a Telco Edge Cluster with more than 1 Physical Server the Subscription Offerings are Stackable to match or exceed the required Physical Servers in the Telco Edge Cluster.

Subscription Offerings for SUSE Edge for Telco are designed for use cases that move the data processing away from a Data Center or Public Cloud environment to Decentralized Computing at the data collecting device (edge). SUSE Edge for Telco Subscription Offerings must not be used in a Data Center or Public Cloud environment.

2. SUSE Edge for Telco Subscription Offering

Each SUSE Edge for Telco Cluster Subscription Offering includes support entitlements for SUSE Rancher Prime Nodes, SUSE Rancher Prime Management Server, SUSE Storage and SUSE Linux Micro for use on a single Physical Server. Each Physical Server in the same Telco Edge Cluster requires a SUSE Edge for Telco Cluster Subscription. The component entitlements that make up this SUSE Offering can only be used together in the same Edge Cluster and may not be split across Physical Machines.

The SUSE Rancher Prime Management Server Subscription Offering included in a SUSE Edge for Telco may be used only to manage Physical Servers that are part of a Telco Edge Cluster. Any use of SUSE Rancher Prime Management Server outside of this scope requires a separate and additional SUSE Rancher Prime Management Server Subscription Offering.

Appendix J – Long Term Service Pack Support

1. Long Term Service Pack Support Subscription Offerings and Units of Measure

Long Term Service Pack Support ("LTSS") Subscription Offering extends the support period of a SLES (x86, x86-64, s390x, ppc64, ppc64le) Service Pack and/or SLES for SAP Applications (x86-64) Service Pack as defined at <https://www.suse.com/lifecycle/>.

LTSS Subscription Offering is available as an additional offering for SLES (x86, x86-64, s390x, ppc64, ppc64le).

For SLES for SAP Application (x86-64, ppc64le) LTSS Subscription Offering is available to extend the Subscription Offering benefit period after expiration of Extended Service Pack Overlap Support (ESPOS).

SLES for High Performance Computing Long Term Service Pack Support (SLE HPC LTSS) (x86-64, AArch64) Subscription Offering is available to extend the Subscription Offering benefit period after expiration of Extended Service Pack Overlap Support (SLE HPC ESPOS), or to extend the SLE HPC Subscription Offering benefit period.

All LTSS Subscription Offerings require a matching and underlying (i) Current SUSE Linux Enterprise Server Subscription Offering or (ii) Current SLES for SAP Application (x86-64) Subscription Offering or (iii) SLE HPC (x86-64, AArch64) Subscription Offering, as applicable. Your LTSS Subscription Offering must be registered at SCC, and you may be required to install the latest LTSS updates.

2. LTSS "Extreme Core" for x86-64 architecture, SUSE Linux Enterprise 11, Service Pack 4

A Subscription Offering for Long Term Service Pack Support Extreme Core ("**LTSS Extreme Core**") is also available as an additional offering for deployments of SUSE Linux Enterprise 11, Service Pack 4 ("**SLES 11 SP4**") on x86-64 architecture. This Subscription Offering specifically extends the support period of SLES 11 SP4 deployments on x86-64 architecture.

The following additional requirements apply to Subscription Offerings for LTSS Extreme Core:

- A Subscription Offering for LTSS Extreme Core entitles You to receive support solely for the following packages: Kernel, openssl and glibc. You may be required to install the latest 11-SP4 LTSS Updates as a condition of receiving support.
- LTSS Extreme Core Subscription Offerings may be used only for SLES11SP4 deployments (and for no other version), which are deployed on x86 & x86-64 architectures prior to the date of purchase of the Subscription Offering, and only for the hardware or Virtualization Environment on which those SLES11SP4 instances are deployed as at the date of purchase of the Subscription Offering. You may not use an LTSS Extreme Core Subscription Offering for any other version of SUSE Linux Enterprise Server, or for any Instance of SLES11SP4 that is deployed after, or is migrated to different hardware or Virtualization Environment after, the date of purchase of the Subscription Offering and SUSE will not support such subsequent instances.
- Instances of SLES11SP4 deployed in a Public Cloud are not eligible for LTSS Extreme Core and will not be supported, with the exception of those covered by a current Subscription Offering that You acquire in accordance with SUSE's "Bring Your Own Subscription" policy and section 6 above.

LTSS for SLES for z Systems (s390x)

LTSS for SLES for z Systems has the following Subscription Offerings:

- 1 IFL
- Unlimited IFLs

3. LTSS for SLES for POWER (ppc64) 1-2 Sockets with Inherited Virtualization per Code Stream

This Subscription Offering entitles You to any current LTSS version for ppc64.

One LTSS Subscription Offering is required per 1 - 2 Sockets. For Physical Servers with more than 2 Sockets, Subscription Offerings are Stackable to match or exceed the number of Sockets. Virtualization is inherited from the underlying SLES Subscription Offering.

By way of example, a Physical Server with 4 Sockets needs 2 Subscription Offerings for "1-2 Sockets or 1-2 Virtual Machines". As another example, running two Virtual Machines with different Code Streams on a SLES Virtualization Host

with 2 Sockets requires:

- One SUSE Linux Enterprise Server Subscription Offerings for 1-2 Sockets with Unlimited Virtual Machines (for the Virtualization Host) and
- Two LTSS Subscription Offerings (one for each Code Stream)

4. SUSE Linux Enterprise for High Performance Computing Long Term Service Pack Support ("SLE HPC LTSS") (x86-64, AArch64) 1-2 Sockets with Inherited Virtualization per Code Stream

This Subscription Offering entitles You to any Current LTSS version for SUSE Linux Enterprise for High Performance Computing x86-64, AArch64.

One SLE HPC LTSS Subscription Offering is required per 1 - 2 Sockets per Code Stream. For Physical Servers with more than 2 Sockets, Subscription Offerings are Stackable to match or exceed the number of Sockets. Virtualization is inherited from the underlying SLES Subscription Offering.

By way of example, a Physical Server with 4 Sockets needs 2 Subscription Offerings for "1-2 Sockets or 1-2 Virtual Machines". As another example,

running two Virtual Machines with different Code Streams on a SLES Virtualization Host with 2 Sockets requires:

- One SUSE Linux Enterprise for High Performance Computing Subscription Offerings for 1-2 Sockets or 1-2 Virtual Machine and
- Two SLE HPC LTSS Subscription Offerings (one for each Code Stream)

5. Extended Service Pack Overlap Support (SLE HPC ESPOS) for SUSE Linux Enterprise for High Performance Computing (SLES for HPC)

The SLE HPC ESPOS (x86-64, AArch64) extends the Subscription Offering benefit period for a particular SLE HPC (x86-64, AArch64) Service Pack. SLE HPC ESPOS entitles You to continue receiving SLE HPC ESPOS (x86-64, AArch64) Subscription Offering benefits under the same conditions as SLE HPC LTSS (per Code Stream and per Hardware Architecture) according to the SUSE product lifecycle.

6. Extended Service Pack Overlap Support (ESPOS) for SLES for SAP Applications

The SLES for SAP Applications (x86-64, ppc64le) Subscription Offering includes ESPOS. ESPOS extends the Subscription Offering benefit period for a particular SLES for SAP Applications (x86-64, ppc64le) Service Pack. ESPOS entitles customers of SLES for SAP Applications (x86-64, ppc64le) to continue receiving Subscription Offering benefits under the same conditions as LTSS (i.e. per Code Stream and Hardware Architecture dependent) according to the SUSE product lifecycle.

7. SUSE Linux Enterprise Server Long Term Service Pack Support (LTSS), 1-2 Sockets or 1-2 Virtual Machines per Code Stream

Subscription Offerings with this metric entitle You to deploy any currently supported SUSE Linux Enterprise Server LTSS version, on a hardware architecture that is specified in the relevant Subscription Offering, and can be used for either Physical Servers or Virtual Machines. For Physical Servers, one Subscription Offering is required for each Physical Server with 1-2 Sockets. For Physical Servers with more than 2 sockets, Subscription Offerings must be stacked to match or exceed the number of populated sockets. For Virtualization Environments, up to 2 Virtual Machines running the same Service Pack can be deployed with one Subscription Offering. This Subscription Offering is not eligible for BYOS.

Note that a single Subscription Offering for "1-2 Sockets or 1-2 Virtual Machines" cannot be used for 1 socket on a Physical Server and 1 Virtual Machine. Neither can it be used for 2 Virtual Machines running at different Service Pack levels.

8. Extreme Long Term Service Support for RHEL 5 and 6

For Extreme Long Term Service Pack Support (LTSS) for Red Hat Enterprise Linux (RHEL) versions 5 and 6, customers are limited to a maximum of ten (10) concurrently open support tickets. An "open support ticket" means any support request submitted to SUSE that is unresolved and awaiting action or information from either SUSE or the Customer.

Appendix K – SUSE Linux Enterprise for High Performance Computing

SUSE Linux Enterprise for High Performance Computing (“SLE HPC”) and SUSE Linux Enterprise for High Performance Computing ESPOS (“SLE HPC ESPOS”)

All SLE HPC Nodes within a SLE HPC Cluster must deploy the same SUSE Linux Enterprise Subscription Offering such as (a) “Standard” with SUSE Linux Enterprise for High Performance Computing ESPOS or without ESPOS or (b) “Priority” with ESPOS or without ESPOS. When You acquire a LTSS Subscription Offering for one Node in a particular SLE HPC Cluster, You must acquire sufficient Subscription Offerings in the applicable Unit to cover all acquired, installed, or deployed SLE HPC Nodes in that particular cluster.

The Unit of Measure for a SLE HPC Subscription Offering is per 1-2 Sockets or 1-2 Virtual Machines used as part of a SLE HPC Cluster. One Subscription Offering is required for a 1-2 Socket Physical Server. For Physical Servers with more than 2 Sockets, the number of Subscription Offerings must match or exceed the total number of pairs of Sockets of the Physical Server.

A Subscription Offering for SLE HPC includes a Subscription Offering for SUSE Linux Enterprise Server.

For Physical Servers with more than 2 Virtual Machines, SLE HPC Subscription Offerings are Stackable to match or exceed the number of Virtual Machines. For example, a Physical Server with 2 Sockets and 4 Virtual Machines needs 2 SLE HPC Subscription Offerings for “1-2 Sockets or 1-2 Virtual Machines.”

For virtualization environments, such as on a Virtualization Host, or in a private or Public Cloud, up to 2 Virtual Machines can be deployed with one “1-2 Sockets or 1-2 Virtual Machines” Subscription Offering. Note that a Subscription Offering for “1-2 Sockets or 1-2 Virtual Machines” cannot be used for 1 Socket on a Physical Server and 1 Virtual Machine.

A “SLE HPC Cluster” is defined by the following cumulative characteristics:

- One SLE HPC Cluster must consist of a minimum of four (4) Physical Servers or Virtual Machines; and
- The SLE HPC Cluster is solely used for compute-intensive or high-performance data analysis distributed tasks sent to individual SLE HPC Compute Nodes within the SLE HPC Cluster (see Exhibit 2 (Glossary)” for more details); and
- External network communication to and from the SLE HPC Cluster must only happen via the SLE HPC Head Nodes. With the exception of (a) communication for purely administrative purposes which in no way interferes with the computation task distributed to any HPC Compute Node and (b) data transfer directly related to computation of a particular computation task between any HPC Compute Node and a storage system or streaming data source. No direct or indirect communication between HPC Compute Nodes and external systems is allowed; and

Appendix L – SUSE Linux Micro

1. Operating Environments and Unit of Measure

Each Physical Server, Virtualization Host or Virtualization Environment on which SUSE Linux Micro is deployed, installed, used or executed must have a Subscription Offering.

A SUSE Linux Micro Subscription Offering must not be used as Subscription Offering for SUSE Linux Enterprise Server or SUSE Linux Enterprise Server for SAP Applications.

However, a Subscription Offering for SUSE Linux Enterprise Server can be used to run SUSE Linux Micro, if: (1) SUSE Linux Micro is being run as a hypervisor for SUSE Linux Enterprise Server Virtual Machines; (2) each of those SUSE Linux Enterprise Server Virtual Machines is already covered by a Subscription Offering; and (3) the Physical Server running the hypervisor is covered by a Subscription Offering. Note that where you have purchased a SUSE Linux Enterprise Server, 1-2 Sockets with Unlimited Virtual Machines Subscription Offering, that Subscription Offering includes the underlying Physical Server and the Virtual Machines.

For example, a 2-socket system with SUSE Linux Micro as a KVM hypervisor and running two SUSE Linux Enterprise Server Virtual Machines will require two Subscription Offerings for SUSE Linux Enterprise Server, 1-2 Sockets or 1-2 Virtual Machines in total. One Subscription Offering will cover the Physical Server running the SUSE Linux Micro hypervisor, and the other covers the two SUSE Linux Enterprise Server Virtual Machines.

For a 2-socket system running twenty SUSE Linux Enterprise Server Virtual Machines on a KVM hypervisor provided by SUSE Linux Micro, one count of SUSE Linux Enterprise Server 1-2 Sockets with Unlimited Virtual Machines is sufficient to cover both the Virtual Machines and the SUSE Linux Enterprise hypervisor. None of these examples need a separate SUSE Linux Micro subscription.

2. Subscription Offerings for 1-16 Virtual Cores

These Subscription Offerings are intended for flexible deployments on Physical Servers, Virtualization Environments and in Public Clouds.

3. Deployment on Physical Servers

The number of Subscription Offerings needed for a Physical Server is determined by the number of Virtual Cores the Physical Server exposes to SUSE Linux Micro.

Physical Servers with up to 16 Virtual Cores need 1 Subscription Offering for “1-16 vCores”.

For Physical Servers with more than 16 Virtual Cores, Subscription Offerings are Stackable to match or exceed the number of Virtual Cores. For example, a Physical Server with 48 Virtual Cores needs 3 Subscription Offerings for “1-16 vCores”. As another example, a single-socket 24-core server would require two Subscription Offerings for SUSE Linux Micro for 1-16 vCores.

Subscription Offerings can be transferred to new and/or different Physical Servers. For example, when 10 Physical Servers with 16 Virtual Cores each are replaced by 4 Physical Servers with 64 Virtual Cores each, the 10 “1-16 vCores” Subscription Offerings can be transferred to the new Physical Servers. In this example, each of the new servers requires 4 Subscription Offerings for “1-16 vCores”. The total number of Subscription Offerings needs to be 16. 10 Subscription Offerings are transferred, and another 6 Subscription Offerings need to be added.

4. Deployments as Virtual Machines

Subscription Offerings for “1-16 vCores” can also be repurposed as Virtual Machines on any Virtualization Host or Virtualization Environment.

For Virtual Machines with more than 16 Virtual Cores, Subscription Offerings are Stackable to match or exceed the number of Virtual Cores. For example, a Virtual Machine with 48 Virtual Cores needs 3 Subscription Offerings for “1-16 vCores”.

5. Deployments in the Cloud

Subscription Offerings for “1-16 vCores” can also be repurposed as Virtual Machines on any SUSE certified Cloud Services

Provider (CSP).

As a special exception, for use with any SUSE certified Cloud Service Provider (CSP), a single Subscription Offering for “1-16 vCores” is required per Virtual Machine, and the Virtual Machine is limited to a maximum of 16 Virtual Cores. SUSE Linux Micro must not be used for Virtual Machines with more than 16 Virtual Cores with any SUSE certified CSP.

Appendix M – SUSE Rancher Prime Subscription Offerings

1. Rancher Prime Subscription Offerings and Units of Measure

Subscription Offerings for Rancher Prime are priced per Unit, based on: (a) in the case of a Virtualized Deployment, the number of Cores and vCPUs deployed; or (b) in the case of a Bare Metal Deployment, the number of Sockets and Cores deployed.

For Virtualized Deployments with more than 2 Cores or more than 4 vCPUs Cores, Subscription Offerings are Stackable to match or exceed the number of Cores and/or vCPUs.

For Bare Metal Deployments with more than 2 Sockets or more than 64 Cores, Subscription Offerings are Stackable to match or exceed the number of Sockets and/or Cores.

A Subscription Offering for SUSE Kubernetes entitles You to Subscription Benefits for SUSE Linux Micro and RKE/K3s, for the number of Units covered by Your Subscription Offering.

A Subscription Offering for SUSE Rancher Prime entitles You to Subscription Benefits for the following components, for the number of Units covered by Your Subscription Offering:

- SUSE Linux Micro;
- RKE/K3s;
- Elemental;
- Rancher Management Server;
- SUSE Observability
- the elements of SUSE Application Collection listed at <https://docs.apps.rancher.io/get-started/subscriptions> as being available with SUSE Rancher Prime.

A Subscription Offering for SUSE Rancher Suite entitles You to Subscription Benefits for the following components, for the number of Units covered by Your Subscription Offering: SUSE Linux Micro or SUSE Virtualization; RKE/K3s; Elemental; Rancher Management Server; SUSE Observability, SUSE Observability Platform Optimization, SUSE Storage, SUSE Security, SUSE Application Collection (but only the elements set out in <https://docs.apps.rancher.io/get-started/subscriptions> as being available with Rancher Prime) and SUSE Private Registry. A SUSE Rancher Suite Subscription Offering entitles You to an unlimited number of deployments of SUSE Private Registry, provided You maintain the requisite number of SUSE Rancher Suite Subscription Offerings corresponding to the Units of SUSE Rancher Prime You have deployed.

Every Core/vCPU and/or Socket that is used to run a Managed Instance requires its own Subscription Offering or must be included in a bundled Subscription Offering. For example, each of the Cores and vCPUs of a Virtual Machine that is managed by SUSE Virtualization must be covered by a SUSE Virtualization Subscription Offering.

2. SUSE Virtualization (formerly Harvester)

A Subscription Offering for SUSE Virtualization entitles You to Subscription Benefits for the following components, for the number of Units covered by Your Subscription Offering: Rancher Management Server; SUSE Storage and SUSE Virtualization.

3. SUSE Observability Platform Optimization Add-on

SUSE Observability Platform Optimization Add-On is an 'add-on' Subscription Offering for SUSE Rancher Prime, and in order to access and use its Subscription Benefits You must acquire a SUSE Observability Platform Optimization Add-On Subscription Offering for every SUSE Rancher Prime Subscription Offering You have.

4. SUSE Security (formerly Neuvector) Add-On

SUSE Security Add-On is an 'add-on' Subscription Offering for SUSE Rancher Prime, and in order to access and use its Subscription Benefits You must acquire a SUSE Security Add-On Subscription Offering for every SUSE Rancher Prime Subscription Offering You have.

5. SUSE Storage (formerly Longhorn) Add-On

SUSE Storage Add-On is an 'add-on' Subscription Offering for SUSE Rancher Prime, and in order to access and use its Subscription Benefits You must acquire a SUSE Storage Add-On Subscription Offering for every SUSE Rancher Prime Subscription Offering You have.

6. SUSE Virtualization (formerly Harvester) Add-On

SUSE Virtualization Add-On is an 'add-on' Subscription Offering for SUSE Rancher Prime, and in order to access and use its Subscription Benefits You must acquire a SUSE Virtualization Add-On Subscription Offering for every SUSE Rancher Prime Subscription Offering You have.

7. SUSE Private Registry Add-On

SUSE Private Registry Add-On is an 'add-on' Subscription Offering for SUSE Rancher Prime, and in order to access and use its Subscription Benefits You must acquire a SUSE Private Registry Add-On Subscription Offering for every SUSE Rancher Prime Subscription Offering You have. A SUSE Private Registry Add-On entitles You to an unlimited number of deployments of SUSE Private Registry, provided You maintain a SUSE Private Registry Add-On Subscription Offering for every SUSE Rancher Prime Subscription Offering You have.

8. SUSE Rancher for SAP Applications

A SUSE Rancher Prime Subscription Offering must not be used as Subscription Offering for SUSE Rancher for SAP Applications. A SUSE Rancher for SAP Applications Subscription Offering may be used for SUSE Rancher Prime.

Appendix N – SUSE Linux Enterprise Real Time

1. Operating Environments and Units of Measure

SUSE Linux Enterprise Real Time is available on x86-64. Each Physical Server, Virtualization Host or Virtualization Environment on which SUSE Linux Enterprise Real Time is deployed, installed, used or executed must have a Subscription Offering.

For Virtualization Environments, if the Unit of Measure chosen is per number of Sockets with Unlimited Virtual Machines per Physical Server, only Physical Servers for which the appropriate Subscription Offering has been acquired may be used to deploy such Virtualization Environment, irrespective of whether such Physical Server is actually used or for how long such Physical Server is used.

To change the deployment type of a Product during the Subscription Offering period, You must choose the highest valued Subscription Offering matching Your different deployment types for this Product. For example, if You deploy the higher valued SUSE Linux Enterprise Real Time Subscription Offering for '1-2 Sockets with Unlimited Virtual Machines' during the Subscription Offering period for a deployment scenario matching a lower valued (when compared to the 1-2 Sockets with Unlimited Virtual Machines Subscription Offering) '1-2 Sockets or 1-2 Virtual Machines', You may continue to use the higher valued Subscription Offering for the remaining Subscription Offering period. However, You may not deploy the lower valued SUSE Linux Enterprise Real Time Subscription Offering for '1-2 Sockets or 1-2 Virtual Machines' during the Subscription Offering period for a deployment type matching the higher valued '1-2 Sockets with Unlimited Virtual Machines' Subscription Offering.

2. Subscription Offerings for 1-2 Sockets or 1-2 Virtual Machines

These Subscription Offerings are intended for flexible deployments on Physical Servers and low-density or cloud virtualization.

3. Deployment on Physical Servers

The number of Subscription Offerings needed for a Physical Server is determined by the number of Sockets in the Physical Server. Physical Servers with 1-2 Sockets need 1 Subscription Offering for "1-2 Sockets or 1-2 Virtual Machines."

For Physical Servers with more than 2 Sockets, Subscription Offerings are Stackable to match or exceed the number of Sockets. For example, a Physical Server with 4 Sockets needs 2 Subscription Offerings for "1-2 Sockets or 1-2 Virtual Machines."

Subscription Offerings can be transferred to new and/or different Physical Servers. For example, when 10 Physical Servers with 2 Sockets each are replaced by 4 Physical Servers with 4 Sockets each, the 10 "1-2 Sockets or 1-2 Virtual Machines" Subscription Offerings can be transferred to the new Physical Servers. In this example, a total of 8 Subscription Offerings (2 per Physical Server with 4 Sockets) are transferred to the new Physical Servers. You can use the remaining 2 Subscription Offerings for later deployments.

4. Low-Density or Cloud Deployments

Up to 2 Virtual Machines running on the same Virtualization Host or Virtualization Environment or within the same Private Cloud account or Public Cloud zone can be deployed with one "1-2 Sockets or 1-2 Virtual Machines" Subscription Offering.

Subscription Offerings for "1-2 Sockets or 1-2 Virtual Machines" can also be repurposed as Virtual Machines on any Virtualization Host, Virtualization Environment or with any SUSE certified Cloud Services Provider (CSP).

At any point in time, a Subscription Offering for "1-2 Sockets or 1-2 Virtual Machines" can only be deployed either on a Physical Server or as Virtual Machines. For clarity, a Subscription Offering for "1-2 Sockets or 1-2 Virtual Machines" cannot be used for 1 Socket on a Physical Server and 1 Virtual Machine.

Subscription Offerings for "1-2 Sockets or 1-2 Virtual Machines" may not be used as a Virtualization Host. Virtualization Host capability is provided pursuant to the Subscriptions for 1-2 Sockets with Unlimited Virtual Machine defined below.

5. Subscription Offerings for 1-2 Sockets with Unlimited Virtual Machines

For high-density Virtualized Deployment a Subscription Offering for “1-2 Sockets with Unlimited Virtual Machines.” is available. This Subscription Offering entitles You to deploy an unlimited number of Virtual Machines per 1-2 Sockets on a Virtualization Host. For Virtualization Hosts with more than 2 Sockets, Subscription Offerings are Stackable to match or exceed the number of Sockets. This Subscription Offering can be used on any third- party Virtualization Host and also includes the entitlement to run SUSE Linux Enterprise for x86-64 Xen or KVM as the Virtualization Host.

Subscription Offerings for “1-2 Sockets with Unlimited Virtual Machines” may be deployed alternatively (but not concurrently) as 1 or 2 Virtual Machines on any Virtualization Host or with any Cloud Services provider which is authorized by SUSE (Bring Your Own Subscription or “BYOS”). Unlike Subscription Offerings for “1-2 Sockets or 1-2 Virtual Machines” (“Low-Density”), Subscription Offerings for 1-2 Sockets with Unlimited Virtual Machines must be acquired for each Virtualization Host capable of deploying SUSE Products within a Virtualization Environment.

6. SUSE Linux Enterprise Real Time

Starting July 1st, 2021, the Subscription Offering for SUSE Linux Enterprise Real Time with Live Patching, 1-2 Sockets with Unlimited Virtual Machines will replace the existing Subscription Offering for SUSE Linux Enterprise Real Time, 1-2 Sockets with Unlimited Virtual Machines. This has no effect on Subscription Offerings for these products acquired before this date. Both Standard and Priority Subscription Offerings for SUSE Linux Enterprise Server Real Time with Live Patching, 1-2 Sockets with Unlimited Virtual Machines will include SUSE Linux Enterprise Live Patching.

SUSE Linux Enterprise Live Patching must be purchased separately for SUSE Linux Enterprise Server Real Time Subscription Offerings for 1-2 Sockets or 1-2 Virtual Machines.

Appendix O – SUSE AI Subscription Offerings

SUSE AI Suite Subscription Offerings and Units of Measure

Subscription Offerings for SUSE AI Suite are priced per Unit, based on: (a) in the case of a Virtualized Deployment, the number of Cores and vCPUs deployed; or (b) in the case of a Bare Metal Deployment, the number of Sockets and Cores deployed.

For Virtualized Deployments with more than 2 Cores or more than 4 vCPUs Cores, Subscription Offerings are Stackable to match or exceed the number of Cores and/or vCPUs.

For Bare Metal Deployments with more than 2 Sockets or more than 64 Cores, Subscription Offerings are Stackable to match or exceed the number of Sockets and/or Cores.

A Subscription Offering for SUSE AI Suite entitles You to Subscription Benefits for the following components, for the number of Units covered by Your Subscription Offering:

- AI Library;
- SUSE Linux Micro;
- RKE2;
- K3s;
- SUSE Multi-Linux Manager;
- Rancher Management Server;
- SUSE Platform Optimization;
- SUSE Storage;
- SUSE Security;
- SUSE Virtualization;
- the elements of SUSE Application Collection listed in <https://docs.apps.rancher.io/get-started/subscriptions> as being available with SUSE AI Suite.

Every Core/vCPU and/or Socket that is used to run a Managed Instance requires its own Subscription Offering or must be included in a bundled Subscription Offering. For example, each of the Cores and vCPUs of a Virtual Machine that is managed by SUSE Virtualization must be covered by a SUSE Virtualization Subscription Offering.

Exhibit 2 – Glossary

Capitalized terms used in these Subscription Terms but not defined in this glossary will have the meaning given to them in the CSA, MLA or VLA or other written contract with SUSE governing Subscription Offerings (as applicable).

“Academic Institution” means an educational institute as stated on <https://www.suse.com/licensing/academic/qualify/>.

“Academic Use” means the benefiting from a Subscription Offering by an Academic Institution.

“Agreement” has the meaning given in Section 2.

“Authorized User”, in relation to a Subscription Offering or SUSE Product, means a natural person who is registered in SCC or another SUSE-designated system and has created an access token for that Subscription Offering or SUSE Product.

“Bare Metal Deployment” means installation of the SUSE Product directly on to a computer’s hard disk, or the physical hardware components of a computer, without an operating system, hypervisor or applications being installed

“Client” is the client part of a client-server application.

“Client Device” is the client device of a solution with client and server device, e.g., SUSE Linux Enterprise Point of Service and SUSE Multi-Linux Manager for Retail product family.

“Client Server Application” is an application whose design requires two or more parts to fulfill the dedicated purpose: one or more clients and one or more servers acting together.

“Cloud Computing” means a paradigm for enabling network access to a scalable and elastic pool of shareable physical or virtual resources with self- service provisioning and administration on-demand.

“Cloud Kubernetes Cluster” means a Kubernetes cluster that has a third party managing the Kubernetes API and etcd Instances associated with the cluster such as (by way of example) EKS and AKS clusters,

“Cloud Services” means one or more capabilities offered via Cloud Computing invoked using a defined interface.

“Community Software” means code or software that is: (i) developed by an entity other than SUSE or a SUSE Affiliate; (ii) published by that entity subject to an open source license; and (iii) made available (or access provided) by SUSE as part of a Subscription Offering.

“Core” means a subunit within a CPU on a single chip that handles the main computational activities of a computer. A CPU may have one or more Cores and therefore be a “Multi-Core CPU” if it has more than one Core.

“Code Stream” is a released version of SLES such as GA (initial release) or a particular Service Pack; each is defined to be a different Code Stream.

“Container” or **“Linux Containers”** are isolated Linux systems (processes or groups of processes) which share a single Linux kernel.

“CP” means an activated Central Processor and is an IBM mainframe general processor unit for general purpose processing. CPs are also capable of running Linux. Spare CPs are not regarded as “activated CPs.” CPs which are exclusively dedicated to another LPAR (Logical Partition) are not regarded as activated CPs. Shared CPs are regarded as activated CPs.

“CPU” means “Central Processing Unit” and is the functional unit (i.e., the “computing part”) of the computer that interprets and executes instructions for a specific instruction set; it is made up of one or multiple Cores, including the control unit and the ALU.

“CSP”, or cloud service provider means a company offering a cloud-based platform, infrastructure, application, or storage services.

“Current” means an active, valid Subscription Offering. Once a Subscription Offering passes its expiration date, it is “Expired”.

“Data Center” means physical location in an enterprise that contains back-end IT systems, infrastructure and data stores, including mainframes, servers and databases, which centrally manage storage, computing and resources for an organization.

"Decentralized Computing" means a form of computing in which data and applications are distributed among disparate computers or systems, but are connected and integrated by means of network services.

"Device" means laptop, desktop, workstation, server or other physical entity which can process and transfer data.

"Edge" means use cases where the data processing occurs on decentralized computing/data-collecting devices away from centralized processing in data centers or cloud environments.

"Edge Cluster" means a single Kubernetes cluster with a maximum of 5 Physical Servers, which are not used in a Data Center or Public Cloud environment.

"Education Usage", or **"Educational Use"** has the same meaning as "Academic Use".

"Eligible Public Clouds" are those Public Clouds that are certified by SUSE and are listed at <https://www.suse.com/programs/cloud/public/>.

"EULA" means the applicable end-user license agreement that accompanies and governs the use of SUSE Software which is available at <https://www.suse.com/licensing/eula/>.

"Extension" is a product which requires another product as a foundation to be operational. Examples are: SLES (as foundation) and SLE HA (as Extension), SLES (as foundation) and SMT (Subscription Management Tool as Extension), SLES (as foundation) and SLE HA and Geo SLE HA (as Extension).

"Geographically Clustered" means clusters of Physical Servers which are operated with a network signal latency greater than 15 milliseconds.

"Hardware Architecture" or **"Hardware Platform"** means a family of systems which is able to execute the same executable code or programs.

"High Performance Computing Cluster (HPC Cluster)" is defined as a single entity or Physical System to work on specific tasks by performing compute- intensive or I/O intensive operations on sets of data that are networked and managed to perform compute-intensive workloads or high performance data analysis workloads. The HPC Cluster must split tasks into subtasks which are distributed to one or more HPC Compute Nodes for computation. The HPC Cluster consists of a combination of multiple HPC Compute Nodes and at least one HPC Head Node.

"HPC Head Node" is a Physical Server used exclusively to perform management functions for the HPC Cluster. Typical functions include workload scheduling, input/output management, login nodes, HPC Cluster authentication, performance management, Spark Master and software deployment and patching. An HPC Head Node may not perform any function for systems that are not part of the cluster.

"HPC Compute Nodes" is a Physical Server in a HPC System which is connected to the HPC Head Node and is used solely to provide computational processing capacity for HPC workloads.

"IFL" means an Integrated Facility for Linux ("IFL") on IBM z Systems. An IFL is an IBM mainframe processor capable of running the Linux operating system. An IFL needs to be activated during IML (Initial Microcode Load) and is capable of performing instruction processing. A deactivated IFL cannot execute any instruction. Spare IFLs or deactivated IFLs are not regarded to be activated IFLs. IFL Processors are also available on IBM Power servers with similar characteristics and restrictions as IFL Processors on IBM z Systems.

"Inherited Virtualization" means that an Extension inherits the virtualization type of the Product. The virtualization type is either i) deployment on a Physical Server with no virtualization ("Physical Deployment") on 1-2 Sockets, or 1-2 Virtual Machines on a VMM, or ii) Virtualized Deployment per "1-2 Sockets with Unlimited (number of) Virtual Machines".

"IFLe" means use of an IFL with an elastic pricing Subscription Offering.

"Instance" is a Physical Server or a Virtual Instance.

"Internal Use" means that (1) the SUSE Product is deployed only on infrastructure, including standalone devices and edge infrastructure, in each case, owned or leased by the Customer, or managed by a third party exclusively on Customer's behalf; (2) that infrastructure is used for Customer's internal business purposes and neither the infrastructure nor the SUSE Offerings are, directly or indirectly, distributed or made available to third parties for their benefit; (3) the Customer does not use that infrastructure or the SUSE Offerings to provide services directly to third parties or for the benefit of third parties; and (4) Customer may permit third-party providers of outsourced information technology services to access and use the Subscription Offerings solely to the extent necessary to perform their respective contractual obligations to

Customer, provided that: (a) the third party is bound by the terms of the Agreement; and (b) Customer remains responsible for the acts and omissions of such third parties with respect to their respective use of and access to the Subscription Offerings.

"KVM" is the abbreviation for "Kernel Virtual Machine", a VMM available for different hardware architectures.

"LPAR or DLPAR" means Logical Partition or Dynamic Logical Partition. Different LPAR technologies vary regarding their features. One LPAR context is considered to represent one VM, and any LPAR technology is considered a VMM within the scope of this document.

"Metrics Appendices" means Exhibit 1 (Matrix of SUSE Products), including the Appendices to Exhibit 1 which specify the metrics and units of measure applicable to Subscription Offerings;

"Managed Instance" is either an Instance of a third-party product or of a SUSE Product which is managed by SUSE Multi-Linux Manager Server or SUSE Rancher Prime, as applicable.

"MCM" is a Multi-layer Ceramic Module, typically used to achieve high physical integration of electronic components like Processor and cache components.

"MLA" or "Master Licensing Agreement" means the terms of the Master Licensing Agreement entered into between You and SUSE.

"MSP", or managed service provider means a company that remotely manages a customer's IT infrastructure and/or end-user systems, typically on a proactive basis and under a subscription model.

"Node" is a physical entity capable of receiving and sending data and temporary storage and reading, writing or performing logical operations with the data. A Node typically consists of one or more Processors, memory, and input / output devices connecting to other Nodes or other types of devices. It can also have access to directly attached persistent storage, and special purpose Processors.

"Non-Production Environment" means an environment other than a Production Environment, including without limitation, development, testing, backup and pre-deployment (or staging) environments.

"Operating Environment" can be a Physical Server or Virtualization Host or Virtualization Environment.

"Personal Data" means any information relating to an identified or identifiable natural person, and a natural person is identifiable if they can be directly or indirectly identified, especially by reference to an identifier such as a name, an identification number, location data, an online identifier or one of several special characteristics, which expresses the physical, physiological, genetic, mental, commercial, cultural or social identity of these natural persons.

"Physical Deployment" means deployment or use within a physical hardware environment without abstracting software or Virtualization Host or Virtual Machine Monitor (VMM).

"Physical Server" means a physical computer system, whether in a network that is shared by multiple Users or on its own, regardless of whether the physical computer system has been partitioned by software. A Physical Server may contain one or multiple CPUs, Cores, or Processors, regardless of production capacity.

"Physical System" means Physical Server.

"PowerVM" is a virtualization technology to provide DLPARs or LPARs for IBM POWER systems, similar to a VMM.

"POWER or IBM Power or OpenPOWER" is the name used for IBM POWER or third party POWER architecture system offerings. Over time, different names have been in place e.g. "POWER8, POWER7, POWER7+", referring to different generations of these systems at different times. POWER processors are also used by third parties which offer systems according to the OpenPOWER specifications.

"Price List" means the Corporate Price List as published periodically by SUSE.

"Private Cloud" means a deployment model where Cloud Services are controlled and used exclusively by You.

"Processor" has the same meaning as CPU.

"Product" is a SUSE product, which does not require another product as a foundation to be operational. Non-exhaustive examples are SUSE Linux Enterprise Server and SUSE Linux Enterprise Desktop.

"Production Environment" is the set of computers where finished, user-ready software is deployed and executed for live, usable operation for the intended Users.

"Promotional Conditions" has the meaning given in Section 5.1.

"Promotional Subscriptions" has the meaning given in Section 5.1.

"PTF" is a Problem Temporary Fix: it is an issue to correct one or more customer issues for the time being and is supported until a regular Update is released. Some PTFs might require resolution in the next Service Pack for technical and quality reasons.

"Public Cloud" means a deployment model where Cloud Services are potentially available to any Cloud Service customer

"Raw Storage Capacity" means the total capacity of all storage devices that are allocated to and managed as part of a single Storage Cluster. This measure applies to all physical storage devices configured as part of the cluster. Each cluster is measured and billed independently.

"SCC" is the SUSE Customer Center at <https://scc.suse.com>.

"SCM" is a single chip module, typically used to achieve high physical integration of electronic components.

"Service Pack" is a periodically released, installable collection of updates, fixes, and code enhancements.

"SMT (Simultaneous Multi-Threading)" specifies the capability of a Processor to execute multiple instruction streams concurrently.

"Socket" is a location on the motherboard or other similar computer circuitry where a CPU has been physically installed on a System (populated). For the purposes of this document, the term Socket is used for Processor Cards, MCMs, SCMs or DCMs for POWER systems.

"Socket Pair" is up to two Sockets on a Physical Server.

"Socket Pair Equivalent" is a concept used with IBM Power servers to compute a synthetic Socket Pair count by dividing the number of Physical CPUs assigned to a SUSE Product divided by the number of physical cores per Socket on that Physical Server.

"Software" means any SUSE or SUSE Affiliate branded software product that is included in a Subscription Offering.

"Stackable" means that multiple Subscription Offerings may be aggregated or "stacked" to match or exceed the number of Sockets in a Physical Server. For example, a Physical Server with four Sockets needs two Subscription Offerings for "1-2 Sockets or 1-2 Virtual Machines". Odd numbers of Sockets must be rounded up: e.g., three Sockets in a Physical Server scenario must carry two stacked Subscription Offerings for "1-2 Sockets or 1-2 Virtual Machines."

"Storage Cluster" is a group of servers running SUSE Linux Enterprise Server and SUSE Storage components that are managed as a single entity to deliver storage services.

"Sub-Capacity" is a concept used with IBM Power that allows for Subscription Offerings for SUSE Products to be based on less than the full capacity of activated Processors on the Physical Server for Power servers with four or more Sockets when PowerVM is used to limit the Processor capacity available to a SUSE Product.

"Subscription Content" means, in relation to a Subscription Offering, any content, materials, metadata or artifacts, in any format or medium, that You receive as part of, or in connection with, that Subscription Offering.

"Subscription Offering" means a right to receive technical support, Updates and Upgrades in accordance with Section 5, which You purchase directly or indirectly from SUSE for a SUSE Product.

"Subscription Terms" means these terms setting out rules applicable to SUSE's Subscription Offerings, as available at https://www.suse.com/products/subscription_terms.pdf, from time to time;

"Supported" means, in respect of an installation or deployment of a SUSE MLS Product, that: (a) it is registered in SUSE Multi-Linux Manager or the SCC; and/or (b) Subscription Benefits have been accessed to update, bug fix or otherwise support that installation or deployment, in each case, whether directly or indirectly, within the preceding twelve (12) months. In this context, indirectly means downloading or accessing a Subscription Benefit for one deployment, and applying the benefit of that support to another deployment.

"SUSE Application Collection" means the delivery platform and service provided by SUSE at <https://apps.rancher.io/> or <https://apps.rancher.com> that provides access to a curated set of containerized software applications, Helm charts, and related artifacts, including: (a) the underlying open-source software programs and code contained within the artifacts, which are governed by their respective third-party open-source licenses; (b) non-code elements created and provided

by SUSE as part of the service, including curation metadata, software bills of materials (SBOMs), vulnerability scan reports, provenance attestations (e.g., SLSA Level 3 data), and specific hardened container images or configurations; and (c) the trademarks, logos, and service marks owned by SUSE or its affiliates that are embedded in or used in connection with the SUSE Application Collection.

“SUSE Marks” means SUSE’s, and its Affiliates’, respective trademarks, service marks, service or trade names, logos, product names, or designations and digital signatures and attestations, whether registered or unregistered and whether in text or graphical format.

“SUSE MLS Product” means: (a) an open-source software that is branded as ‘SUSE Multi-Linux Support’; or (b) any other non-SUSE branded open-source software product in respect of which SUSE provides a support and maintenance offering for which SUSE charges fees, as specified at www.suse.com.

“SUSE Multi-Linux Support” is a package of fixes, Updates and other software to be applied to certain software products specified at <https://www.suse.com/products/suse-liberty-linux/> from time to time.

“SUSE Offering” means services offered by SUSE and for which SUSE charges fees, including Subscription Offerings, consulting, training and other services.

“SUSE Product” is: (1) a software product that you obtain directly from SUSE or indirectly from SUSE (for example, via a distributor or reseller), that is made available for download by SUSE on a trusted SUSE registry, the SCC (or other SUSE-authenticated portal) and for which Subscription Offerings are made available, including without limitation, all of the SUSE Products listed in the Metrics Appendices; and/or (2) a SUSE MLS Product.

“Security Fix” is a corrective fix for a security issue.

“Telco Edge Cluster” means a single Kubernetes cluster.

“Transaction Document” means SUSE’s standard ordering document, a SOW, a SUSE issued quote form as accepted by a matching purchase order, or any other document executed between the Parties for the sale and purchase of a SUSE Offering. Any conflicting or additional terms and conditions set forth in a purchase order shall not form part of a Transaction Document and shall not apply to a SUSE Offering;

“Update” means a fix or compilation of fixes released by SUSE to correct operation defects (program bugs) in SUSE Products. An Update can contain one or multiple files to replace or enhance existing executables, programs, applications or documents.

“Upgrade” means any new version of SUSE Products which bears the same product name, including version changes evidenced by a number immediately to either the left or right of the decimal (e.g. SUSE Linux Enterprise Server 9.x to 10.x). If a question arises as to whether a product offering is an Upgrade or a new product, SUSE’s opinion will prevail, provided that SUSE treats the product offering the same for its Users generally.

“Unit” means a single increment of the metric identified for a Subscription Offering under the “Unit of Measure” column for that row in Exhibit 1 (Matrix of SUSE Products).

“User” is a user or entity accessing the system and establishing a connection to the system, or an entry in a directory, regardless of which kind, e.g., a person, an object such as a company name.

“User Subscription Unit” means, in relation to a Subscription Offering, one (1) named entitlement for a single Unit of Measure for that Subscription Offering for the applicable term of the Subscription Offering.

“vCPU” – virtual central processing unit. One or more vCPUs are assigned to every Virtual Machine (VM) within a cloud environment. Each vCPU is seen as a single physical CPU core by the VM’s operating system.

“Virtual Core” or “vCore” is a logical CPU exposed to the operating system by the Physical Server or Virtual Machine. Enabling or disabling technologies like Intel Hyper-Threading or the AMD SMT extensions can influence the number of Virtual Cores exposed to the operating system.

“Virtualized Deployment” means deployment or use of the product involving a VMM.

“Virtual Device” is a virtualized resource in a Virtual Machine context, e.g. virtualized processor, virtualized block or network device.

“Virtualization Environment” means a group of Virtualization Hosts on which You can deploy Virtual Machines as if they were running on a single Virtualization Host.

“Virtualization Host” is a single Physical Server which executes one or more Virtual Machines by a VMM.

“Virtual Instance” is one entity of an operating system, workload or application, which is executed in a virtual context created by a VMM.

“Virtual Machine” or **“VM”** or **“Virtual Guest”** means a virtualized context that can execute e.g. one operating system, workload, application, or multiples of such, like a Physical System. Some VMs can be migrated from one VMM context to another, residing on the same Physical System, or on different Physical Systems, or within logical partitions. Some VMMs allow nesting of VMMs (multiple layers of virtualization with the same or different VMMs).

“Virtual Machine Monitor (VMM) or Hypervisor” describes a software and/or hardware technology, which allows creation of one or multiple virtualized contexts for sharing and/or isolating resources of the underlying hardware. A VMM can, by way of example, manage and expose these resources to an operating system, workload environment or application. VMMs include without limitation. KVM, Xen, Microsoft Hyper-V, VMware vSphere Hypervisor, DLPAR, LPAR, and z/VM.

“Virtual System” is a virtualized context which is able to abstract a Physical System, like a Virtual Machine. See VM.

“Virtualization Technology” means software and/or hardware technology used to implement e.g. a Virtual Machine Monitor (VMM) and supporting functions such as to manage the lifecycle of a Virtual Machine.

“VLA” or **“Volume Licensing Agreement”** means the VLA terms referenced in a quote issued by SUSE or otherwise attached to that quote, and if no VLA is referenced in or attached to that quote, the terms available at https://www.suse.com/licensing/vla_documents/.

“x86, x86-64, ppc64, ppc64le, s390, s390x and AArch64” are the Linux instruction set architecture abbreviations for different types of Physical Systems and Processors instruction sets. By example: x86 for Intel and AMD 32-bit x86 Processors, x86-64 for Intel 64 and AMD64 64-bit Processors, ppc64 for IBM POWER big endian Processor instruction set, ppc64le for POWER little endian Processor instruction set, s390x for IBM z Systems z/Architecture type Processors, and AArch64 for 64-bit Arm architecture Processors.

“Xen” is a Virtual Machine Monitor.

“z Systems or IBM z Systems” is the name used by IBM for mainframe type systems. Over time, different names have been used e.g. “IBM Z, IBM LinuxONE”, “IBM z Systems”, “IBM System z”, “IBM zEnterprise”, “IBM zSeries”, “IBM mainframe”, “IBM S/390”, referring to different generations of these systems at different times.