# **Cloud Acceleration Benefit**

Program Guide

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#### At a Glance

Cloud Acceleration Benefit is an incentive that is designed to offer VMware Cloud Universal™ customers a flexible way to leverage the value of their VMware Software Defined Data Center (SDDC) perpetual licenses as they migrate on-premises workloads to VMware Cloud Universal eligible offerings.

Cloud Acceleration Benefit is only available where customers prepay for SPP Credits that can be redeemed for VMware Cloud Universal eligible offerings.

# **Key Benefits**

- Customers get value for their past investment in VMware perpetual licenses which they plan to deactivate over the term of their purchase of VMware Cloud Universal eligible offerings ("VMware Cloud Universal Contract")
- Reconciliation events ensure customers receive credit for the actual perpetual licenses they have surrendered, which can be applied towards the VMware Cloud Universal committed spend.
- Additionally, customers receive credit (no cash back) for any prepaid, unused SnS balance associated with perpetual licenses they have surrendered.
- Licenses can leverage the Cloud Acceleration Benefit at or after VMware Cloud Universal Contract signing

## **Program Mechanics**

For customers planning a staged migration to the cloud, VMware Cloud Acceleration Benefit provides a straightforward two-step process for applying the value of the customer's existing VMware SDDC perpetual licenses toward VMware Cloud Universal committed spend.

#### **Initial Assessment**

VMware Sales works with customers to determine the customer's cloud instance needs, expected scope of the customer's cloud environment, and timing of the customer's migration to the cloud. Based on this assessment, customers receive a statement of the VMware Cloud Acceleration Benefits value associated with the perpetual licenses that they expect to be deactivated over the term of their VMware Cloud Universal Contract; this value is referred to as CAB license estimation.

The customer has the option of reducing any upfront investment needed by the CAB license estimation upon execution of the customer's VMware Cloud Universal contract.

#### Reconciliation process

When customers are ready to surrender their licenses at any time during the term of their VMware Cloud Universal contract (up to two times per year as described below)

- 1. The customer specifies which licenses will be surrendered for the Cloud Acceleration Benefit and signs a Software Destruction Agreement ("SDA"), including details on the license keys to be surrendered.
- 2. VMware will calculate the total CAB value, which is the sum of the CAB license value and unused SnS balance associated with the surrendered perpetual licenses
  - a. The customer will receive SPP credits for the total CAB license value, which can be redeemed to fulfill the customer's spend commitment on VMware Cloud Universal eligible offerings.
  - b. The customer will receive SPP credits for the unused SnS balance associated with the surrendered perpetual licenses, but this amount may not be used to retire any spend commitment that customers may have for VMware Cloud Universal eligible offerings.

If by the end of the customer's VMware Cloud Universal contract term, the customer has surrendered perpetual licenses with a total CAB license value lower than the CAB license estimation, then VMware will invoice the difference to the customer, and the customers must pay that amount directly to VMware.



The reconciliation process will occur at least once a year (on or around the anniversary of the VMware Cloud Universal contract execution) but not more often than twice per year. Either VMware or the customer may initiate a reconciliation process during the VMware Cloud Universal Contract at any time

#### Considerations

- Customers may only surrender perpetual licenses with a CAB value of up to 20% of the total committed VMware Cloud Universal spend or their actual spend on VMware Cloud Universal Eligible offerings, whichever is higher.
- Some contract configurations and licenses acquired via specific channels may not be eligible for Cloud Acceleration Benefit.
- The Cloud Acceleration Benefit credit will expire on the same expiration date as the customer's VMware Cloud Universal contract, and the customer will not be entitled to a refund for any unused Cloud Acceleration Benefit credit.
- Some customers may continue to use their perpetual licenses for 45 days after they have initiated a CAB surrender by signing
  an SDA for the purpose of migrating their on-premises workloads ("Migration Period"). Please note that customers who
  signed their VMware Cloud Universal contract before June 15, 2022, will continue to have a 90-dayMigration Period.
- After the Migration Period, the customer must not use any license keys related to those perpetual licenses, and VMware will invalidate those keys. The customer is not required to uninstall any perpetual software if the customer converts the existing perpetual licenses deployment to a subscription software offering or VMware cloud service offering that can leverage that installation. If the customer's original installation cannot be used with the new subscription software or VMware cloud service (such as in-migration from an on-premises environment to a VMware cloud service offering), then the customer must promptly cease use of and delete the software. For clarity, the unused SnS balance associated with these licenses will be calculated from the date that the customer surrenders the licenses by signing the SDA.

# Eligibility

Perpetual license products, as reflected in the customer's Installed Base (IB) inventory, may be eligible for the Cloud Acceleration Benefit. Licenses intended to leverage the Cloud Acceleration Benefit must have an active Support and Subscription Services ("SnS") contract at the time of reconciliation. Specific eligible SKUs are listed below. Please note that '-C' refers to Commercial SKUs; '-A' refers to Academic SKUs; '-F' refers to Federal SKUs.

| Product<br>Category | Product description  | Product SKU         |
|---------------------|--|---------------------|
| vSphere             | VMware vSphere 8 Standard for 1 processor                      | VS8-STD-C/-A/-F     |
|                     | vSphere Enterprise (per CPU)                                   | VS6-ENT-C/-A/-F     |
|                     | VMware vSphere 8 Enterprise Plus for 1 processor               | VS8-EPL-C/-A-/F     |
|                     | VMware vSphere 8 Enterprise Plus for vCloud Suites (Per CPU)   | VS8-EPL-VS-C/-A/-F  |
| NSX                 | NSX Data Center Professional                                   | NX-DC-PF-C/-A/-F    |
|                     | NSX Data Center Standard (per CPU)                             | NX-DC-STD-C/-A/-F   |
|                     | NSX Data Center Advanced (per CPU)                             | NX-DC-ADV-C/-A/-F   |
|                     | VMware NSX Data Center Advanced per Processor (Limited Export) | NX-DCADV-LE-C/-A/-F |
|                     | NSX Enterprise (per CPU)                                       | NX-ENT-C/-A/-F      |
|                     | NSX Data Center Enterprise Plus (per CPU)                      | NX-DC-EPL-C/-A/-F   |
| vSAN                | VMware vSAN 7 Standard for 1 processor                         | ST7-STD-C/-A/-F     |
|                     | VMware vSAN 7 Advanced for 1 processor                         | ST7-ADV-C/-A/-F     |
|                     | VMware vSAN 7 Enterprise for 1 processor                       | ST7-ENT-C/-A/-F     |



|                 | VMware vSAN 7 Enterprise Plus for 1 processor                                 | ST7-EPL-C/-A/-F        |
|-----------------|---|------------------------|
| SDDC<br>Manager | VMware SDDC Manager 4 (Per CPU)   | CF4-SDDCM-C/-A/-F      |
|                 | VMware SDDC Manager 4 for vSAN (Per CPU)                                      | CF4-SDDCM-VS-C/-A/-F   |
| vCenter Server  | VMware vCenter Server 7 Foundation for vSphere 7 up to 4 hosts (Per Instance) | VCS7-FND-C/-A/-F       |
|                 | VMware vCenter Server 7 Standard for vSphere 7 (Per Instance)                 | VCS7-STD-C/-A/-F       |
| SRM             | VMware Site Recovery Manager 8 Enterprise (25 VM Pack)                        | VC-SRM8-25E-C/-A/-F    |
|                 | VMware Site Recovery Manager 8 Standard (25 VM Pack)                          | VC-SRM8-25S-C/-A/-F    |
|                 | VMware Site Recovery Manager 8 Enterprise for 1 Processor                     | VC-SRM8-ENTP-C/-A/-F   |
|                 | VMware vCenter Site Recovery Manager 8 for vCloud Suites (Per CPU)            | VC-SRM8CL-C/-A/-F      |
| ROBO            | VMware vSphere 7 Remote Office Branch Office Standard (25 VM pack)            | VS7-RBSTD25-C/-A/-F    |
|                 | VMware vSphere 7 Remote Office Branch Office Advanced (25 VM pack)            | VS7-RBADV25-C/-A/-F    |
|                 | VMware vSphere 7 Remote Office Branch Office Enterprise (25 VM pack)          | VS7-RBENT25-C/-A/-F    |
|                 | VMware vSphere 7 Remote Office Branch Office Enterprise Plus (25 VM pack)     | VS7-RBEPL25-C/-A/-F    |
|                 | VMware NSX Data Center for Remote Office Branch Office (25 VM)                | NX-DCRB-25VM-C/-A/-F   |
|                 | VMware vSAN 7 Standard for Remote Office Branch Office (25 VM pack)           | ST7-RBSTD-25VM-C/-A/-F |
|                 | VMware vSAN 7 Advanced for Remote Office Branch Office (25 VM pack)           | ST7-RBADV-25VM-C/-A/-F |
|                 | VMware vSAN 7 Enterprise for Remote Office Branch Office (25 VM pack)         | ST7-RBENT-25VM-C/-A/-F |
|                 | VMware vRealize Network Insight 6 Remote Office Branch Office (25 VM pack)    | VRNI6-25ROBO-C/-A/-F   |

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