

## Policy Document

Global

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### Global Renewals Policy - External

#### Document Purpose

The purpose of this document is to communicate Veritas Maintenance/Support Renewals Policy to our Channel Partners and Customers.

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## Scope

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The purpose of this document is to establish a global policy for the renewal of Maintenance/Support for Veritas on-premise Licensed Software in order to provide a foundation for effective internal practices and a consistent Customer experience. This policy is applicable globally, to all enterprise software Customers.

Renewals of the following Maintenance/Support offerings are covered by this policy:

- Essential Support
- Basic Maintenance (*Veritas' legacy entry-level Maintenance/Support offering; note that this offering is only available in certain regions and under certain circumstances*).
- Appliance Support (see Appendix I)
- BCS (Business Critical Services) (see Appendix II)

This policy establishes guidelines in the following key areas:

- **Renewal Pricing:** Information on renewal pricing as it applies to Veritas' Licensing Programs
- **Quoting & Notifying:** Quotation/notification processes for Veritas' Customers and Channel Partners
- **Co-Termination:** Information on aligning multiple Maintenance/Support agreements to a single renewal date
- **Purchase Information:** Proof of Purchase, Maintenance/Support duration and SKU guidelines
- **Reinstating Maintenance/Support After Lapse:** Procedures to reinstate Maintenance/Support

This policy does not apply to:

- The purchase of Initial Maintenance/Support.
- Software products acquired by Veritas pursuant to an acquisition of a company or product line (each, a Merger & Acquisition company) are not included until such time as the products from such Merger & Acquisition are designated by Veritas to be covered by this policy by offering Veritas' standard Maintenance/Support offerings for such products.
- Subscription based Licensed Software.
- Cloud service renewals.

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## Introduction

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**Licensed Software:** Veritas Maintenance/Support helps to protect and maximize a Customer's Licensed Software investment. Maintenance/Support offerings vary but typically include access to Upgrade Assurance, delivery of bug fixes, patches as well as other benefits. In order for Customers to continue accessing these benefits, Maintenance/Support should be **renewed** in a timely manner:

- **Perpetual:** Many Veritas Licensed Software products are licensed on a perpetual basis, in accordance with the license grant set forth in the corresponding license agreement. Corresponding Maintenance/Support for perpetual Licensed Software is sold on a fixed term basis (e.g., typically in twelve (12) month increments, renewable thereafter).

The initial purchase of Maintenance/Support for Licensed Software products is referred to as "Initial Maintenance/Support". Maintenance/Support that is purchased after the Initial Maintenance/Support term is referred to as a "Renewal Term". The Maintenance/Support term purchased will be identified on your corresponding Support Entitlement Confirmation. Maintenance/Support agreements should be renewed prior to the expiration of the existing term so as to avoid uninterrupted access to Maintenance/Support benefits.

- **Subscription (term-based):** Veritas may sell certain Licensed Software bundled with Maintenance/Support on a subscription (fixed term) basis. In this instance, a new subscription should be purchased prior to the end of the then-current subscription term so as to avoid uninterrupted access to both the Licensed Software and Maintenance/Support.

**Business Critical Services (BCS):** Customers have the option of purchasing premium support services through BCS offerings – see <https://www.veritas.com/services/business-critical-services> for more details.

**Appliance Support Services:** Veritas also offers Appliance Support for the hardware elements of Appliances, separate from the provided warranty coverage.

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## Policy

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### 1. Renewal Pricing

Maintenance/Support for Licensed Software should be renewed using the appropriate renewal SKU for the offering being purchased (a "Renewal SKU"). Renewal pricing is determined according to the Customer's agreement, and/or participation in a specific Veritas Licensing Program.

Renewal SKUs are to be used when renewing Veritas branded Maintenance/Support for Veritas Licensed Software products purchased under any of the Corporate, Academic, Government, Loyalty program, or purchased under a Volume Purchase Agreement (VPA) or Enterprise Flex Agreement (E-Flex) as further described below. Note that Renewal SKUs are not available for subscription based Licensed Software with bundled Maintenance/Support.

**NOTE:** *In certain situations, such as Merger & Acquisition, standard Veritas Renewal SKUs may not be immediately available. Veritas will advise on the appropriate SKUs to use in such cases.*

- 1.1 Corporate Government & Academic Programs:** Price tier and corresponding Renewal SKUs will be determined based on the total transaction quantity at time of purchase
- 1.2 Loyalty Program:** Price band and corresponding Renewal SKUs will be determined using the Customer's legacy Symantec Agreement number (SAN). Veritas will honor the Loyalty price band for two years. Once the two years have expired, customers will migrate to the Veritas Corporate Licensing program. See <https://www.veritas.com/licensing/corporate>.
- 1.3 Legacy Migrated Contracts:** Legacy paper contracts used by End Users to purchase IM from Symantec were migrated (assigned or duplicated) for use at Veritas. Until renegotiated to reference a standard Veritas price list (Corporate, Academic or Government), legacy contracts continue to use their legacy SAN, and are intended to leverage the "Legacy" Veritas price list designated for such contracts.
  - 1.3.1 Legacy Price List:** Use of the Legacy price list has some complexities - for the latest information on how to support renewals under Legacy Migrated Contracts, please refer to the then-current renewals process guidance.
  - 1.3.2 VAN vs. SAN:** once a Legacy Migrated Contract has been renegotiated, a VAN will be issued for the amendment. That VAN will be used in order processing renewals on the indicated standard Veritas price list going forward and the agreement will be treated as a standard (non-legacy) Veritas contract.
- 1.4 Enterprise Flex Agreements – E-Flex:** Under E-Flex Agreements (Site Licenses), Maintenance/Support fees are fixed for the Deployment Period, as well as for the Grey Year(s) (one or more optional support years beginning upon expiry of the Deployment Period). The Maintenance/Support fee for each Grey Year is specified in the E-Flex contract. Upon expiry of the last Grey Year, pricing for Maintenance/Support renewals will be based upon the then-current renewal MSRP pricing or the available Licensing Program the Customer elects to renew under.
- 1.5 Volume Purchase Agreements (VPA):** Maintenance/Support renewals transacted during the stated VPA term will be subject to the contractual VPA discount. Upon expiry of the VPA term (unless a Customer does not enter into a new VPA or other agreement), Maintenance/Support

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renewal pricing will be determined by the applicable Licensing Program or active agreement the renewal will be placed through.

## **2. Notification Process**

Veritas uses various methods to notify Customers of their upcoming Maintenance/Support renewal(s). The quoting, notification process, and delivery method of upcoming renewal(s) may vary according to region and Customer segment.

Generally between sixty (60) and ninety (90) days prior to Customer's upcoming Maintenance/Support renewal, Veritas will prepare Maintenance/Support renewal quotes/notifications and deliver them either directly to Customers, or, to the Customer's Channel Partner. Maintenance/Support renewal notifications and quotes will contain a Service Contract and (if based on a formal signed contract) a VAN (where applicable) (SAN if a legacy migrated contract). To expedite the processing of renewals, please use the Service contract number or Install base number and SAN/VAN.

Customers with Essential Support will be quoted for Essential Support only. Customers with Basic Maintenance, (where available), will be quoted for both Basic Maintenance and Essential Support, and, subject to general availability, may elect to renew at either level.

## **3. Channel Participation**

A Channel Partner is entitled to re-sell Veritas branded Maintenance/Support renewals under its existing contract and/or applicable Veritas programs. Veritas (or Veritas' enabling vendor(s)) will provide eligible Channel Partners (where they are the reseller of record) with actionable data on their Customers' pending Maintenance/Support renewals.

- 3.1 Channel Responsibilities:** A Channel Partner should contact its Customers directly during the 60-90 day period before the particular Customer's Maintenance/Support term expires. If a Channel Partner is unsuccessful in renewing a Customer's Maintenance/Support before the Maintenance/Support End Date then Veritas reserves the right to contact the Customer directly to arrange for the Maintenance/Support renewal directly or through an alternative source or channel. These alternative sources/channels may include, but are not limited to, another Channel Partner, an outsourced Veritas contractor, direct Veritas sales engagement, or (if available) a Veritas online store. Regional variations may apply, in conjunction with local law restrictions, where applicable.

**NOTE:** *A Customer who generally purchases via a Channel Partner and desires to purchase directly from Veritas, (where available), will be required to have appropriate terms and conditions in place to accommodate direct ordering.*

- 5.2 Partner Branded Support:** Customers who have purchased authorized partner-branded Support for Veritas Licensed Software should contact their Partner for information relating to their renewals. (*Examples: TSP, OEM, Service Providers*).

## **4. Co-Termination**

There may be cases where the Customer has purchased Veritas Licensed Software with Maintenance/Support at different times resulting in multiple Maintenance/Support agreements with different End Dates. Depending on the Licensing Program, and, the proximity of the Maintenance/Support agreement End Dates to each other, it may be possible to align the Maintenance/Support agreements to a single renewal date for ease of future renewals. This process is referred to as "co-termination".

At the time of the Maintenance/Support renewal(s), a Customer who requests co-termination may be given the option to co-terminate its existing Maintenance/Support agreements. Co-termination is not a built-in feature of the Customer facing licensing programs however it may be available upon request in certain circumstances. For requests relating to “Initial Maintenance/Support” co-termination please contact your Veritas account representative for additional information..

**NOTE:**

- *In cases where a Customer has made purchases through multiple licensing programs, the renewal dates may be co-terminated, however, separate quotes for each respective licensing program must be generated.*
- *Veritas cloud services, such as Enterprise Vault.cloud, cannot be co-terminated with on-premise Licensed Software purchased under a Licensed Software only licensing program.*

## 5. Purchase Information

**6.1** Veritas requires Proof of Purchase (POP) of the original Licensed Software and associated Maintenance/Support in order to determine eligibility and enable processing of all Maintenance/Support renewal orders. The Service Contract number or Install base number is the preferred Proof of Purchase. Purchase orders submitted without the correct POP will be rejected.

**Note:** *In exceptional circumstances, and in the absence of a Renewal ID, Veritas may also accept: Installed Base Report with Reference Numbers; Original Order Number Certificate number; Veritas Agreement Number/VAN.*

**6.2 Maintenance/Support Term:** Subject to general availability, Customers may purchase, in advance, up to five (5) years of Initial Maintenance/Support for Licensed Software purchased on a per copy basis. (Note: This is subject to Veritas’ End of Life Policy and is not a guarantee of availability during the pre-purchased term).

**6.3 Multi-year Renewals:** Subject to general availability and Veritas’ End of Life Policy, Customers may request a multi-year Renewal Term.

**6.4 Maintenance/Support Renewals – SKU Guidelines:** Renewal SKUs must be used for all Maintenance/Support Renewal Term orders. **Renewal orders submitted using incorrect SKUs will be rejected. To ensure renewals are processed correctly, and, to retain accurate ongoing install base reports for future renewals it is important that the correct SKU is used.**

Renewal SKUs should not be used to:

- purchase Maintenance/Support in cross-grade situations (i.e. moving to a more fully featured product or from a point product to a suite); or
- downgrade situations (i.e. moving to a product with lesser features or functionality or from a suite to a point product).

*The use of competitive upgrade SKUs to renew Maintenance/Support is not permitted under any circumstances.*

**6.5 Delaying Initial Purchase of Maintenance/Support:** In some instances, a Customer may elect to purchase Veritas Licensed Software without corresponding Maintenance/Support (perpetual Licensed Software only). If the Customer later wishes to purchase Maintenance/Support, they can do so within thirty (30) days of the initial purchase of the Licensed Software without incurring additional charges. The Maintenance/Support agreement

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will have a Start Date commencing on the day the original Licensed Software was purchased. Initial Maintenance/Support SKUs should be used in this scenario.

If a Customer elects to purchase Maintenance/Support more than thirty (30) days after the initial purchase of the Licensed Software, then Customer must purchase the following:

- An Initial Maintenance/Support SKU which will be back-dated to the day the original Licensed Software was purchased. The Customer may also be subject to a reinstatement fee of twenty-five percent (25%) of the total Initial Maintenance/Support fee. The Initial Maintenance/Support agreement commences on the day the original Licensed Software was purchased.

**6.6 Cancellation of Maintenance/Support:** Cancellation requests (i.e termination of previously ordered support with refund request) are handled in accordance with Veritas' Return Material Authorization (RMA) Policy. Please contact your Veritas account representative for additional information.

## **6. Renewing Early**

A Customer may elect (by placing an order directly with Veritas or via its chosen Channel Partner) to renew its Maintenance/Support agreement any time prior to the Maintenance/Support End Date. However renewing early does not move the start date of the renewal to begin earlier than scheduled. The Maintenance/Support Renewal Term Start Date will be the day after the previous Maintenance/Support Term expired.

## **7. Reinstating Maintenance/Support after Lapse**

Customers that allow their Maintenance/Support agreement to lapse will automatically lose their entitlements to Maintenance/Support benefits including:

- Access to Veritas Technical Support
- Upgrade Assurance
- Access to bug fixes and patches that are only made generally available to subscribing Maintenance/Support Customers

Where a Customer has allowed its Maintenance/Support agreement to either expire or lapse and later wishes to renew Maintenance/Support, then Veritas reserves the right to require the Customer to reinstate its Maintenance/Support following the process below:

**8.1 Customer will be required to pay for the lapsed period of Maintenance/Support plus a Maintenance/Support Re-instatement Fee equal to twenty-five percent (25%) of the total lapsed Maintenance/Support fee.** The period of lapse will be calculated from the previous Maintenance/Support End Date to the effective date of reinstatement. The Start Date will always be back-dated to the End Date of the prior Maintenance/Support agreement.

Note: Reinstatement fees are assessed to the bill-to party as part of the renewal.

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## Appendix I: Business Critical Services (BCS)

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Please note the following important information relating to the renewal of Business Critical Services.

- Essential Support is a pre-requisite to the purchase of the following BCS entitlements: Premier, Premier Plus, Remote Product Specialist, and Advanced Access
  - Upon renewal, BCS entitlements should be co-terminated to Essential Support renewal dates.
  - Where applicable, all BCS entitlements should co-terminate to the same renewal dates.
- BCS Renewals require a quote number from Veritas (e.g. Customers/Partners/Distributors cannot purchase a BCS renewal without a Veritas-generated quote).
  - BCS renewals CANNOT be priced below the previous year's amount invoiced by Veritas.
  - BCS renewals should be uplifted by 3% at a minimum, year over year, until MSRP is reached, unless the BCS contract states otherwise.
- If a primary entitlement for Advanced Access is not renewed, the Advanced Access Additional Family entitlement must be upgraded to a primary entitlement.
- If a primary entitlement for Premier is not renewed, the Premier Additional Family entitlement must be upgraded to a primary entitlement.

### Reinstating BCS after lapse of BCS:

- Customers are NOT entitled to BCS after the expiration date.
- The start date for renewal orders received by Veritas after the expiration date will be the day after the prior BCS term expired.
- A temporary entitlement can be requested by Delivery for up to 30 days to extend support if customer states in writing that a PO is forthcoming within that period.
- To request a temporary extension, contact [BCS\\_Global\\_Ops@veritas.com](mailto:BCS_Global_Ops@veritas.com) with customer name, entitlement name, current BCS expiration date and customer email (partner emails do not satisfy this requirement) confirming the commitment above.

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## Appendix II: Appliance Support Services

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Please note the following important information relating to the renewal of Appliance Support Services. Customers with expired Appliance Support Agreements automatically lose their entitlements to Appliance Support Service benefits including but not limited to:

- Onsite service
- Access to replacement parts (outside of warranty)
- Technical support (phone support will be denied and customers will no longer be able to log technical support cases online)
- Firmware updates
- Firmware upgrades

**NOTE:** Customers with a valid Support Agreement are entitled to receive Appliance Support during the term of the Support Agreement, based on the offering purchased, and in the country for which Appliance Support has been purchased. A valid Support Agreement must also be in place for the corresponding Licensed Software. The Support Agreement will state the level of support for the Appliance in question. Depending on the Appliance Support offering, Customers will have either one Support Agreement covering both the Hardware and Software, or will have separate Support Agreements for the Hardware and Software. Where separate Support Agreements exist for Hardware and Software, the same service level for both the Hardware and Software is required, to ensure consistent coverage.

### Reinstating Appliance Support Services:

Where a Customer has allowed its Appliance Support Agreement to lapse or the Customer did not originally purchase Appliance Support together with the Appliance, Veritas reserves the right to require the Customer to reinstate its Appliance Support Services as follows:

- Veritas will charge for Appliance Support retroactive to the expiration (End Date) of the Customer's most recent Appliance Support Agreement.
- If the Customer did not originally purchase Appliance Support together with the Appliance and elects to purchase Appliance Support at a later date, Veritas will charge for it retroactive to the date when the Customer originally purchased the Appliance (the Ship Date).

Additionally, in each case above, the Customer's Appliance Support renewal fee will be subject to an additional support reinstatement fee equal to twenty-five percent (25%) of the total lapsed support fee. The period of lapse will be calculated from (for #1 above) the date of expiration (End Date) of the Customer's prior Support Agreement to the effective date of reinstatement or (for #2 above) the date of original purchase Ship Date.

In the event that Appliance Support has lapsed for **more than 90 days**, or if the Customer did not originally purchase Appliance Support and **more than 90 days** have passed following shipment of the Appliance to the Customer's designated shipping location, then Veritas will require the Customer's Appliance to be qualified as service-ready before Appliance Support can be reinstated or purchased, respectively. To qualify as service-ready, the Customer must meet all applicable requirements set forth by the service team to confirm that the Customer's Appliance is eligible for Veritas Appliance Support.

## Definitions

Definitions not otherwise defined below may be found in the [Enterprise Technical Support Policy](#), [End of Life Policy](#) or [End User License Agreement](#) for the Licensed Software.

Terms	Definitions
<b>Co-Termination</b>	Process of aligning multiple Maintenance/Support end dates to a single common end date thereby enabling easier renewal management.
<b>E-Flex</b>	Veritas Enterprise Flex (E-Flex) is a versatile, prepaid program that enables large organizations to deploy a specific monetary amount of products, within specific Veritas product families, for specific operating system platforms at set discount rates, over a set period of time.
<b>End Date</b>	The date, indicated in the Customer's Support Entitlement Confirmation on which the Customer's Maintenance/Support term expires.
<b>End of Life (EOL)</b>	The beginning of the process of wind down of distribution and support and other services for a release of Veritas software issued prior to the current shipping version.
<b>Grey Year</b>	A term used in Veritas' E-Flex Agreements. A "Grey Year" shall be deemed to refer to any Maintenance/Support renewal-year after expiry of the deployment period under a Flex/Unlimited License Agreement where Veritas has specified in writing a Maintenance/Support rate for such renewal-year. A Grey Year renewal is not mandatory, however if the Customer elects to renew Maintenance/Support for a Grey Year, then it must renew Maintenance/Support for all the Site Licensed Software.
<b>Maintenance/Support</b>	Maintenance or technical support provided per Software license according to the applicable Maintenance/Support agreement
<b>MSRP</b>	Manufacturer's Suggested Retail Price (List price on MSRP Pricelists)
<b>Proof Of Purchase</b>	A process Veritas uses to validate license ownership and entitlement to purchase Maintenance/Support and/or upgrades.
<b>Reinstatement Fee</b>	A fee applied to an expired and/or lapsed Maintenance/Support agreement.
<b>Renewal</b>	A Maintenance/Support period following either the Initial Maintenance/Support Term or other subsequent Renewal Terms.
<b>Renewal ID</b>	An identification number assigned by Veritas that tracks each renewal opportunity.
<b>Renewal Quote</b>	A formal pricing document stating a quoted price for a specific period of time for a Maintenance/Support offering.
<b>SKU</b>	Stock Keeping Unit; part number.

Terms	Definitions
<b>(Software) Version Upgrade</b>	A subsequent release of Licensed Software that Veritas makes generally available to Customers who have current Maintenance/Support in place for that Software. Software Version Upgrades may include Documentation revisions, error corrections and enhancements, Maintenance Packs, and Major Releases and Minor Releases, but will not include any option or future product which we license separately.
<b>Start Date</b>	The date on which the Customer's Maintenance/Support term begins, as indicated in Customer's Support Entitlement Confirmation.
<b>Support Entitlement Confirmation</b>	The Veritas-issued or published confirmation of entitlement to Maintenance/Support, through a Support Certificate and/or viewable through the Customer's account on the Veritas License Entitlement Portal.
<b>VAN (Veritas Agreement Number)</b>	Veritas Agreement Number. Refers to the unique contract for specific types of paper sales contracts only and is issued to a Customer on contract signing. A VAN identifies a specific contract type and document with a Customer.
<b>Version Upgrade (VU) SKU</b>	VU SKU purchased off the Veritas pricelist which gives Customers entitlement to the most current shipping version of the license and respective bundled Maintenance/Support. Note that customers with current Maintenance/Support are automatically entitled to the latest Version Upgrade for their software under the Maintenance/Support policy.
<b>Vlink Agreement Number</b>	Contract identifier issued to a Customer for a paper sales contract falling outside the agreement types covered by VANs.
<b>VPA</b>	Volume Purchase Agreement designed for large enterprise customers that offers purchasing predictability through pre-agreed discounting fixed for the period of the Customer's agreement with Veritas.