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Introduction

Veritas helps you protect and maximize your Veritas software and appliance investments and is committed to your success with our products and support services. Maintenance/Support offerings vary but typically include access to Upgrade Assurance, delivery of bug fixes, incident management, and the Knowledge Base, as well as other benefits.

This document will guide you through the processes and procedures involved with successfully renewing your Maintenance/Support for your Veritas on premise software licenses and appliances in a timely manner.

This policy does not address renewal of hosted or cloud-based services. Please refer to the service description of your hosted or cloud-based service for information regarding renewal.

Veritas may amend this document at any time and shall update it periodically to reflect changes in business practices and policies in support of continually improving our services.

How to Contact Us

If you have any questions, please contact your Veritas renewal account manager or your Veritas account manager. If you do not have their specific email address, you can reach them through our Customer Care organization by using this email address: customercare@veritas.com

Types of Licensing

Veritas sells its software in a variety of licensing models. The most common are listed here.

- **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., term of twelve (12) month increments, renewable thereafter).

- **On Premise 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 interrupted access to both the Licensed Software and Maintenance/Support.
Support Offerings Overview

Veritas aligns your priorities with a support plan that meets your expectations and needs. To achieve your desired outcomes, we recommend that you review your support needs once a year with your Veritas renewal account manager.

**Business Critical Services Premier (BCS):** Our most comprehensive proactive customer success offering with support services delivered by your assigned Business Critical Account Manager (BCAM) and Business Critical Engineer (BCE) team designed to be intimately familiar with your Veritas environment and to drive results toward your business objectives. The Essential Support plan is a prerequisite to purchasing BCS. More information here: https://www.veritas.com/services/business-critical-services

**BCS Remote Product Specialist (RPS):** This plan provides a named Technical Support Engineer contact to assist and drive your technical support cases, provides case management, and helps prioritize your support tickets appropriately. The Essential Support plan is a prerequisite to purchasing RPS. More information here: https://www.veritas.com/services/business-critical-services

**Essential Support (Software):** Essential Support is our basic Maintenance/Support plan and is considered the foundation of all the Veritas support plans. More information here: https://www.veritas.com/content/support/en_US/terms/support-fundamentals

**Appliance Support Services:** This plan covers the hardware and embedded firmware (including parts and onsite break/fix). The Essential Support plan is required for software running on the appliance(s). See appliance support description: https://www.veritas.com/content/dam/Veritas/docs/policies/V0680_GA_ENT_DS_Appliance_Support-EN.pdf
Partial License coverage is not allowed

To provide you with a rapid and effective support experience, we highly recommend Maintenance/Support for all licenses in your install base for all of your Veritas products. Within a Veritas Software product family every license in your install base must have full, up to date Maintenance/Support. No partial license coverage is allowed.

Reduction of license use as exception (“Shelving”)

Pricing for Maintenance/Support is based upon the applicable Maintenance/Support plan and the volume and type of licenses for which Maintenance/Support is contracted. In the event a customer wants to renew Maintenance/Support on only part of their install base for a product because they are no longer using a portion of their install base, then Veritas may make an exception to the full install base Maintenance/Support requirement described above. A request for an exception will have to be submitted via your renewal account manager.

You will be required to sign a “Shelving Letter” which is your agreement that you will shelve, i.e. no longer use, the listed licenses and therefore no longer need to have them included in your Maintenance/Support coverage (even if those licenses are perpetual). Once the Shelving Letter is received by the Veritas renewal account manager, and the exception is approved, then Maintenance/Support for the remaining licenses will be re-calculated based on Veritas’ most current list price for applicable Maintenance/Support.

If you would like to use a portion or all of the shelved licenses in the future, you will be required to pay for the lapsed Maintenance/Support period, plus a reinstatement fee, and purchase Maintenance/Support for a year forward from the date of re-activation for those licenses. The start date will always be backdated to the end date of the prior Maintenance/Support period.

Renewal fee increases

Veritas makes every effort to help ensure Maintenance/Support prices remain competitive in the marketplace and we re-evaluate pricing on an annual basis. It is our practice to increase pricing on an annual basis, in keeping with industry practice. If you are able to give Veritas a non-cancellable commitment for two or three years, it may be possible to obtain a lower fee increase between committed years of the term.

What Happens if I let Maintenance/Support Lapse?

Veritas will proactively reach out to the contact we have on record for your company 90 days before your Maintenance/Support contract ends to work together to provide you with a satisfactory renewal experience. In the unlikely event that your Maintenance/Support lapses for
any period of time due to non-renewal of annual Maintenance/Support or failure to pay applicable Maintenance/Support fees when due, you will lose all entitlement to Maintenance/Support until Support is reinstated.

This means if Maintenance/Support lapses, your organization will lose access to bug fixes, patches, online and telephone support, and updates and upgrades to Licensed Software.

If your Maintenance/Support for Appliances lapses, you will also lose access to onsite break/fix service, access to spare parts (outside of warranty), as well as access to firmware updates and upgrades.

If you delay renewal of any subscription-based software licensing, you will lose the right to use the Licensed Software along with any related Maintenance/Support.

Support may be reinstated, but only upon payment of applicable reinstatement fees and other requirements as described below.

**Reinstatement Requirements**

**Perpetual licenses:** to reinstate a perpetual license, you need to pay for the lapsed period of Maintenance/Support, also referred to as ‘Back Maintenance’, plus a minimum of a new 12-month commitment plus a reinstatement fee. The period of lapse begins from the expiration of the previous Maintenance/Support term to the effective date of reinstatement. The start date will always remain the same, which is the day following the expiration of the prior Maintenance/Support term. The reinstatement fee is equal to 25% of the lapsed period, starting with a minimum of 30 days and increments of 30 days thereafter and is calculated based on the end user price on the applicable price list.

**On-Premise Subscription Licenses:** an on-premise subscription license grants you the right to use Veritas software and associated Essential Support for the period of time for which the license is purchased (term). When the term of the subscription license expires, you may no longer use that software and associated Essential Support. If your on-premise subscription license expires, then your subsequent purchase of an on-premise subscription license is subject to a re-pricing of the subscription.

**Appliances:** to reinstate your Appliance Support, you will be required to pay for the lapsed period, or Back Maintenance, plus a minimum of 12 months, plus a reinstatement fee. The period of lapse begins from the expiration of the previous Appliance term to the effective date of reinstatement. The start date will always remain the same, which is the day following the expiration of the prior Appliance term. The reinstatement fee is equal to 25% of the lapsed period, starting with a minimum of 30 days and increments of 30 days thereafter, and is calculated based on the end user price on the applicable price list.

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

Co-Termination

If you have purchased Veritas products with Maintenance/Support at different times resulting in multiple Maintenance/Support agreements with different end dates, it may be possible to align the agreements to a single renewal date for ease of future renewals. This process is referred to as “co-termination.” If you are interested in co-terming multiple renewals, please let your Veritas Renewal account manager know.

Maintenance/Support Term Options

Maintenance/Support Term: Veritas Maintenance/Support is sold as a minimum of a 12-month term, however, you may purchase a multi-year Maintenance/Support term for your Veritas products. The duration of an available multi-year Maintenance/Support term will depend on the applicable product, with up to five (5) years of Maintenance/Support generally available for Licensed Software and a total of five (5) years of Maintenance/Support generally available for Appliances from date of purchase. Actual availability of Maintenance/Support is subject to Veritas’ End of Life Policy. The purchase of a multi-year Maintenance/Support term is not a guarantee of Maintenance/Support availability during the pre-purchased term.

Early Renewal: You may elect to complete the renewal activity and renewal payment of your Maintenance/Support prior to the expiration of your existing Maintenance/Support term. The renewal Maintenance/Support term start date will remain unchanged regardless of the early renewal activity.

Business Critical Support Premier (BCS)

Please note, in addition to our general renewal policies listed above, the following additional information relating to the renewal of Business Critical Services:

- Essential Support is a pre-requisite to BCS Premier and BCS Remote Product Specialist
- Upon renewal, BCS entitlements should be aligned to Essential Support renewal dates
- Where possible, all BCS entitlements should align to the same renewal dates
Renewal Process

We want you to have an uninterrupted experience with your Veritas products, so you always have the benefits of Veritas Maintenance/Support. Your Veritas renewal account manager will work closely with you throughout the renewal activity, so the renewal is completed on time. Specific responsibilities are identified here for both you and your Veritas renewal account manager:

1. **Veritas:** will send reminder notifications via email, 90, 60 and 30 days prior to the expiration of your current Maintenance/Support contract. If you are not receiving them, please let us know and we will update our ‘Renewal Contact’ on record for your company.

2. **Customer:** when you get the first reminder, please let us know if anything has changed within your organization, such as your contact person who will work with us on the renewal activity and request a Purchase Order (PO) internally.

3. **Veritas:** prior to the expiration of your existing Maintenance/Support agreement, you will receive a Renewal Quote with pricing for Maintenance/Support for the new Maintenance/Support period.

4. **Customer:** the renewal quote provides pricing for a 12-month Maintenance/Support period. If you would like multi-year pricing or wish to co-term all of your Veritas products to one renewal date, please contact your Veritas renewal account manager.

5. **Customer:** please let us know if the new quote meets your expectations. We greatly appreciate you working with the Veritas renewal account manager to finalize the renewal on or before your existing maintenance agreement expires.

6. **Customer:** provide a PO (Purchase Order) on or before the expiration date and ensure payment is made on time.

You are important to us. Thank you for being our customer.

If you have any questions or queries, please contact your Veritas renewal account manager or your Veritas account manager. If you do not have their specific email address, you can reach them through our Customer Care organization by using this email address: customercare@veritas.com.
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.

<table>
<thead>
<tr>
<th>Terms</th>
<th>Definitions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appliance Support</td>
<td>Technical support provided per Appliance according to your Appliance Support agreement.</td>
</tr>
<tr>
<td>Back Maintenance</td>
<td>The Maintenance/Support fee calculated from the date of Maintenance/Support reinstatement back to the date of expiration of the immediately preceding Maintenance/Support term.</td>
</tr>
<tr>
<td>Co-Termination</td>
<td>Process of aligning multiple Maintenance/Support end dates to a single common end date thereby enabling easier renewal management.</td>
</tr>
<tr>
<td>End Date</td>
<td>The date, indicated in your Maintenance/Support entitlement confirmation on which your Maintenance/Support term expires.</td>
</tr>
<tr>
<td>End of Life (EOL)</td>
<td>The beginning of the phased ending of distribution and support for a particular release of Veritas software.</td>
</tr>
<tr>
<td>Licensed Software</td>
<td>Veritas software products.</td>
</tr>
<tr>
<td>Maintenance/Support</td>
<td>Maintenance or technical support provided per Software license according to your Maintenance/Support agreement. References to Maintenance/Support in this policy may include Appliance Support.</td>
</tr>
<tr>
<td>Reinstatement Fee</td>
<td>A fee applied to an expired and/or lapsed Maintenance/Support agreement upon reinstatement of such agreement.</td>
</tr>
<tr>
<td>Renewal Term of Maintenance/Support</td>
<td>A Maintenance/Support period following either the Initial Maintenance/Support Term or other subsequent Renewal Terms. Veritas requires a minimum of a twelve (12) month term.</td>
</tr>
<tr>
<td>Renewal Quote</td>
<td>A formal pricing document stating the fee for a specific period of time for a Maintenance/Support offering.</td>
</tr>
<tr>
<td>Start Date</td>
<td>The date on which your Maintenance/Support term begins, as indicated in your Maintenance/Support entitlement confirmation.</td>
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