**Policy Document**

Global

# Enterprise Renewals Policy - External

| Document Purpose |
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The purpose of this document is to communicate Symantec's Enterprise Maintenance/Support Renewals Policy to our Channel Partners and Customers.

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# Scope

The Global Enterprise Renewals Policy sets forth guidelines for the renewal of Maintenance/Support for Symantec's on-premises Software Products. This policy is applicable globally, to all enterprise software Customers.

Renewals of the following maintenance offerings are covered by this policy:

- Essential Support

- Basic Maintenance *(Symantec's legacy entry-level maintenance offering; note that this offering is only available under certain circumstances).*

This policy establishes guidelines in the following key areas:

- **Renewal Pricing:** Information on renewal pricing as it applies to Symantec's Licensing Programs

- **Quoting & Notifying:** Quotation/notification processes for Symantec's Customers and Partners

- **Purchase Information:** Information relating to the ordering and purchasing of renewals

- **Reinstating Maintenance/Support:** Procedures to reinstate lapsed Maintenance/Support

- **Compliance Obligations:** Customer compliance obligations with regard to Maintenance/Support

This policy does not apply to:

- The renewal of Symantec's Norton (Consumer) Software Products.

- The purchase of Initial Maintenance/Support (within 30 days of original license purchase).

- The following Symantec offerings: Managed Services including Managed Security Services (MSS), Authentication (including User Authentication) or Website Security.

- Software products acquired by Symantec 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 Symantec to be covered by this policy by offering Symantec's standard Maintenance/Support offerings for such products.

- Renewals relating to Business Critical Services (BCS) and Symantec Appliances. However, high-level policy information relating to the renewal of BCS is included in Appendix III.

- Renewals relating to Symantec Online Services offerings. However, guidelines relating to the renewal of such offerings are including in Appendix IV.

# Background

Symantec Maintenance/Support helps to protect and maximize a Customer's software investment. Maintenance/Support offerings vary but typically include access to critical Content Updates (for products with security features), software fixes and updates, version upgrades and technical support programs as well as other benefits. In order for Customers to continue accessing these benefits, Maintenance/Support should be **renewed** according to how the Software Product is licensed:

- **Perpetual:** Many Symantec Software Products are licensed perpetually. This means that the Customer has indefinite access to the Software Product per the Use Level stated in the Certificate and/or EULA. Corresponding Maintenance/Support is sold on a yearly fixed term basis.

  Maintenance/Support that relates to the initial software purchase is referred to as "Initial Maintenance/Support Term." Maintenance/Support that is renewed after Initial Maintenance/Support expires is referred to as "Renewal Term." The term duration is defined by the Maintenance/Support Start and End Dates as laid out in the Customer's Certificate. Maintenance/Support should be renewed prior to expiry (the End Date) for continued access to Maintenance/Support benefits.

- **Subscription (term-based):** For certain Software Products and under certain licensing programs, Symantec sells the Software Product and corresponding annual Maintenance/Support together on a subscription basis, where both the Software Product and the Maintenance/Support are licensed for a fixed term per the Use Level in the Certificate. In this instance, a new subscription should be purchased prior to the end of the then-current subscription term for continued access to the applicable Software Product and Maintenance/Support benefits.

# Policy

## 1. Renewal Pricing

Renewal pricing is determined according to the Customer's contract, and/or participation in a specific Symantec Licensing Program.

- **Express, Government & Academic Programs**: Price band will be determined based on the total transaction quantity included on the renewal notification.

- **Rewards Program**: Price band will be determined using the Customer's Symantec Agreement Number (SAN) to identify the total accumulated points or the fixed price bands as indicated in the Contract or Contract Administration Module (CAM) in Oracle.

  - **Re-leveling Impact:** For Rewards Customers, the first Annual Review Date will occur two years from the initial Reward enrollment date and the Customer will be re-levelled based on points accumulated during the previous year. Thereafter the Customer's Annual Review Date will occur annually on the last day of the calendar quarter in which their contract anniversary falls. Pricing will be determined based on the new band level post re-leveling.

- **Enterprise Options – eFlex:** Under Enterprise Options (Site Licenses), Maintenance/Support fees are fixed for the Deployment Period, as well as for the Grey Year(s) (the first year upon expiry of the Deployment Period). The Maintenance/Support fee for the Grey Year is specified in the eFlex contract. Upon expiry of the 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.

- **Enterprise Options – Volume Purchase Agreement (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 renewal pricing will be determined by the applicable Licensing Program or active agreement the renewal will be placed through (e.g. Rewards).

**NOTE:** *Symantec is entitled to adjust Maintenance/Support renewal pricing at its discretion, unless otherwise agreed contractually. Each region (Americas, EMEA & Asia-Pacific) has the option of including an uplift factor to the quoted renewal price. Uplift pricing is defined as 3% minimum uplift against previous year's fees for per copy deals unless contractually agreed otherwise.*

**NOTE**: *For purchase orders placed via a Symantec channel partner, pricing is as agreed between such channel partner and end user*

## 2. Quoting & Notification

Symantec utilizes various methods to alert Customers to impending Maintenance/Support renewals. The quoting and notification process, delivery method and cadence vary according to region and Customer method of purchase. Several Software Products also issue automatic alerts from the product's management console.

Between sixty (60) and ninety (90) days prior to Maintenance/Support expiry, Symantec will prepare Maintenance/Support renewal quotes/notifications and deliver them to Customers or Partners, as appropriate. Maintenance/Support renewal notifications and quotes will contain a Renewal Identification number (Renewal ID) that is the preferred Proof of Purchase method when the Maintenance/Support renewal order is submitted. Quotes will also reference the SAN (Symantec Agreement Number) where applicable.

## 3. Partner Information

A Partner can sell Maintenance/Support renewals if entitled to do so under its existing contract and/or applicable programs. Symantec (or Symantec's enabling vendor(s)) will provide eligible Partners (where they are the reseller of record) with actionable data on their Customers' pending Maintenance/Support renewals.

**3.1** **Renewal ID Status Tool:** Partners are encouraged to use the Renewal ID Status Tool* that is available on PartnerNet. The tool provides detailed SKU and quantity information for a Partner's pending renewals and displays the status of renewal notification associated with the Renewal ID. Consequently, Partners can validate that their renewal orders are error-free prior to submission to enable faster order processing turn-around times.

*\* Enrollment in the Symantec Partner Program and PartnerNet login credentials are required to access this tool. To obtain more information about the Symantec Partner program and the enrollment process, please visit https://partnernet.symantec.com/Partnercontent/Login.jsp.*

**3.2** **Channel Responsibilities:** A Partner should contact its Customers directly during the 60-90 day period before the particular Customer's Maintenance/Support term expires. If a Partner is unsuccessful in renewing a Customer's Maintenance/Support by the Maintenance/Support End Date (as set out in the Customer's Certificate), then Symantec reserves the right to contact the Customer directly or indirectly to arrange for the Maintenance/Support renewal.

**3.3** **Partner Branded Support:** Participants in certain Symantec Support Partner programs provide partner-branded support services to their Customers for specific Symantec Software Products. When unique Partner Maintenance/Support SKU's and/or SANs are used for ordering by such Support Partners, notification will be sent by Symantec to the Support Partners only. Notification to the Customers will be managed by the Support Partner. This process applies to EOEM partners but does not apply to SSP and ExSP service providers.

## 4. General Purchase Information

**4.1** **Proof of Purchase:** Symantec requires Proof of Purchase (POP) of the original Software Product and associated Maintenance/Support in order to determine eligibility and to process all Maintenance/Support renewal orders. The Renewal ID is the preferred Proof of Purchase method. Purchase orders submitted without the correct POP will be rejected.

**NOTE:** *In exceptional circumstances, and in the absence of a Renewal ID, Symantec may also accept: Installed Base Report with Reference Numbers; Original Order Number Certificate Number; Symantec Agreement Number/SAN (for Rewards program only).*

**4.2** **Ordering:** Renewal SKUs must be used for Maintenance/Support renewal orders when such orders are submitted during the Maintenance/Support term. Renewal orders submitted using incorrect SKUs will be rejected. Appendices I and II provide information on SKUs to be used for renewal orders.

**4.3** **Relicensing:** Relicensing of existing Maintenance/Support renewal opportunities by the deliberate use of inappropriate SKUs such as new product or Competitive Upgrade SKUs is not permitted.

**4.4** **Maximum Maintenance/Support Term:** Customers may purchase up to five (5) years of initial or renewal Maintenance/Support for Software Products purchased on a per copy basis in advance.

**4.5** **Multi-year Renewals:** After expiry of the Initial Maintenance/Support Term, Customers may request a multi-year Renewal Term. Such requests will be accommodated provided the requested multi-year renewal duration complies with the End of Life (EOL) and End of Support Life (EOSL) timelines, as both are defined in the [End of Life Policy](#) and the applicable end of version support plans (i.e. sunset plans) for those products.

**4.6** **Co-termination:** There may be cases where the Customer has purchased Symantec Software Products with Maintenance/Support at different times resulting in Maintenance/Support with different End Dates. It may be possible to align the Maintenance/Support to a single renewal date for ease of future renewals, depending on the Licensing Program and the proximity of the Maintenance/Support End Dates to each other. This process is referred to as "co-termination".

At time of Maintenance/Support renewal, a Customer who requests co-termination will be given the option to co-terminate its existing Maintenance/Support in accordance with Symantec policy for the Licensing Program in question:

o **Express, Government & Academic programs:** Co-termination is not a built-in feature of these transactional programs but may be available upon request on an exception basis. Contact your Symantec account representative for additional information.

o **Rewards program:** The co-term date may be set at the Customer's program anniversary date upon request. Please contact your Symantec account representative for additional information.

o **Enterprise Options (Site License):** Co-termination of Site License Maintenance/Support renewals and any included installed base software product Maintenance/Support (where such installed base software product Maintenance/Support is included) will be governed in accordance with the terms and conditions as set out in the applicable contract(s).

o **Enterprise Volume Purchase Agreement (VPA) Program:** The Enterprise VPA Licensing Program handles co-terms similarly to the transactional programs listed above and is available upon request.

**Note:** *Requests for "Initial Maintenance/Support Term" co- termination based on an initial purchase and not at Renewal time have tighter restrictions relative to minimum co-term durations.*

**4.7** **Delaying Initial Purchase of Maintenance/Support:** If a Customer elects not to purchase Maintenance/Support, but then later wishes to purchase Maintenance/Support, the Customer can do so within thirty (30) days of the initial purchase of the Software Product without incurring additional charges. The new Maintenance/Support will have a Start Date starting on the day the original Software Product was purchased (Booking Date).

If a Customer elects to purchase Maintenance/Support more than thirty (30) days after initial purchase of the Software Product, then additional fees may be incurred.

**4.8** **Cancellation of Maintenance/Support:** Customer Satisfaction requests are handled in accordance with Symantec's Return Material Authorization (RMA) Policy. Please contact your Symantec account representative for additional information.

**4.9** **Changing Maintenance/Support Service Date:** Extending or modifying Maintenance/Support Start Dates after an order is booked is not allowed.

**4.10 Renewing Early:** A Customer can elect to renew its Maintenance/Support any time prior to the Maintenance/Support End Date. When renewing early, the Maintenance/Support Start Date will be the day after the original Maintenance/Support End Date as expressed on the Customer's Certificate.

# 5. Reinstating Lapsed Maintenance/Support

Customers with expired Maintenance/Support automatically lose all entitlements to Maintenance/Support benefits including:

➢ Access to Content Updates and product updates.

➢ Version Upgrades (Customers will be required to repurchase the Software Product license to establish the right to the latest version).

➢ Technical Support (phone support will be denied and Customers will no longer be able to log technical support cases online).

Symantec reserves the right to levy additional fees in the event a Customer has allowed its Maintenance/Support to lapse beyond the Maintenance/Support End Date, but later wishes to reinstate Maintenance/Support.

# 6. Renewing & Compliance Obligations

Symantec would like to ensure that the Customer fully benefits from its Symantec Software Product investment by being licensed appropriately. The following section outlines a Customer's compliance obligations relating to Symantec Software Products and Maintenance/Support.

### 6.1 License Compliance Obligations
It is the Customer's responsibility to manage its Symantec Software Product licenses on an ongoing basis, and to be compliant with respect to Symantec's Software Product and Maintenance/Support as follows:

**6.1.1 Software Product:** Use of the Symantec Software Product, as set out in Customer's agreement and/or EULA, shall be in the quantities and at the Use Levels purchased from Symantec. The Use Level means the license unit measurement or model, including operating system or machine tier by which Symantec measures, prices and sells the right to use a given Software Product license. Information relating to use level including license type (perpetual or subscription), meter type and quantity is indicated on the certificate issued in respect of the underlying Software Product license or EULA.

**NOTE:** *Use of the Software Product above the specified Use Level would be considered an over-deployment of Symantec Software Product license and a breach of the license grant.*

**6.1.2 Maintenance/Support:** Maintenance/Support is always sold for a fixed term. A Customer is required to renew its Maintenance/Support entitlement prior to the expiry date of the Maintenance/Support term in order to continue to avail of the Maintenance/Support benefits.

➢ The Customer can only avail of Maintenance/Support for those Software Products for which it maintains current Maintenance/Support.

➢ Maintenance/Support for certain Software Products availing of critical Content Updates is mandatory. For such Software Products, the Customer should not attempt to utilize Maintenance/Support benefits unless the Customer has current Maintenance/Support. Symantec reserves the right to turn off delivery

of Content Updates to any Customer who does not have current Maintenance/Support.

➤ Maintenance/Support is purchased on a per-license basis. The Customer may not purchase Maintenance/Support for a subset of Software Product licenses and then misuse that Maintenance/Support to cover other unsupported Software Product licenses. Prohibited mis-use includes calling Technical Support on an issue with unsupported Software Product licenses, or updating an unsupported Software Product license with a maintenance update or new release. To help the Customer remain compliant and keep its infrastructure updated, the Maintenance/Support quantity should always equal the quantity of Software Product licenses purchased.

➤ Maintenance/Support must match the appropriate Software Product license type (perpetual or subscription) and, where applicable, Software Product license quantity.

➤ Maintenance/Support offerings should be purchased on a per-Symantec Product basis (i.e. Maintenance/Support offerings and levels of Maintenance/Support cannot be mixed per Symantec Software Product at the same Customer location).

**NOTE**: *Maintenance/Support is provided to the Customer subject to Symantec's then-current Maintenance/Support policies, including but not limited to Symantec's end of life support policies.*

### 6.2 Non-Compliance Remediation
Symantec is committed to protecting its intellectual property rights and will assist the Customer in obtaining and maintaining adequate licenses for its continued use of Symantec Software Products.

**6.2.1 Software License Over-deployment:** In the event of non-compliance discovery, the Customer will be required to reconcile its use of both a particular Software Product license and corresponding Maintenance/Support as follows:

1. Purchase the appropriate quantity of new Software Product licenses at list price/MSRP, along with corresponding Maintenance/Support for the new Software Product licenses.
2. Pay Maintenance/Support fees back-dated to the time of the over-deployment. If the period of over-deployment cannot be identified, then a minimum of 12 months backdated Maintenance/Support will be charged.
3. Renew current Maintenance/Support (it is recommended that current Maintenance/Support is co-termed with the backdated Maintenance/Support as described in 2 above).

**6.2.2 Maintenance/Support Non-compliance:** Customers are expected to renew Maintenance/Support on time and to the appropriate level to cover its particular Software Product licenses.

**Quantity Mismatch:** Customers who are found to be misusing Maintenance/Support will be required to:
1. Purchase Maintenance/Support for those unsupported Software Product licenses for which the Customer availed of Maintenance/Support, backdated to the time of the Maintenance/Support misuse.

2.  Renew current Maintenance/Support (it is recommended that current Maintenance/Support is co-termed with the backdated Maintenance/Support as described in 1 above).

    **Expired Maintenance/Support:** A Customer, with expired Maintenance/Support automatically loses its entitlement to Maintenance/Support benefits until Maintenance/Support is reinstated in accordance with this policy.

**6.3**  **Audit:** In accordance with the terms of the Customer's agreement and/or EULA, Symantec reserves the right to review the Customer's use and deployment of Symantec Software Products, as well as use of any updates provided under Maintenance/Support. Verification may include the appointment of an independent third party to assess the Customer's environment and actual use of Symantec Software Product licenses. Symantec takes misuse seriously and will proactively engage with Customers to ensure the use of the Symantec Software Product is in line with the Customer entitlements.

# Appendix I: SKU types that CAN be used to renew Maintenance/Support

| SKU Name | Purpose | Use Case & Entitlement Information |
|---|---|---|
| **Renewal SKU** | To renew Maintenance/Support for a specific Software Product<br><br>**And**<br><br>To increase Maintenance/Support quantity <u>during</u> the Maintenance/Support term | • **Can only be used for renewal purposes within the defined Maintenance/Support term.**<br>• Proof of Purchase (POP) is always required.<br>• Can be used to renew in advance of Maintenance/Support expiring (i.e. any time after 30 days of original purchase date and up to the Maintenance/Support End Date).<br>• The Customer must renew Maintenance/Support for all Software Product licenses for which the Customer wishes to avail of Maintenance/Support per the compliance requirements noted in Section 6.1.2.<br>• Quantity cannot be greater than previous renewal transaction:<br>    o If increased Maintenance/Support is needed within 30 days of a new Software Product purchase, then an Initial SKU should be purchased for the required additional Maintenance/Support.<br>    o If increased Maintenance/Support is required 30 days after the date of a <u>new</u> Software Product purchase, during any existing Maintenance/Support, then a Renewal SKU should be purchased for the required additional Maintenance/Support (co-termination may be possible).<br>    o If increased Maintenance/Support is required due to trueing up of specific Software Product licenses, then a New Software (license) SKU **and** Initial Maintenance/Support SKU should be purchased (co-termination may be possible).<br>• A renewal of Maintenance/Support can be less than the original purchased Maintenance/Support or previously renewed Maintenance/Support (whichever is most recent); however, it is recommended that the Customer contacts Symantec Customer Care to discuss whether those Software Product licenses are no longer required.<br>• Must be for same product or organic evolution (i.e. product was replaced by another over time).<br>• Cannot be used for a purchase of Initial Maintenance/Support.<br>• Cannot be used to purchase Maintenance/Support in a cross-grade scenario.<br>• Cannot be used to purchase Maintenance/Support in a product downgrade scenario. |

| SKU Name | Purpose | Use Case & Entitlement Information |
|---|---|---|
| **Version Upgrade SKU (VU SKU)** | To re-establish access rights to the latest version of the Software Product and access to Maintenance/Support following a period of lapsed Maintenance/Support<br><br>**And**<br><br>To move from a lower version of a Software Product to a higher version of the same Software Product following a period of lapsed Maintenance/Support | • VU SKU must be used in place of Renewal SKU when the Customer wishes to "renew" but is "expired" i.e. renewal is made after expiration date (Support/Maintenance Contract End Date).<br>• Re-establishes the Customer's right to the latest version of the Software Product and associated Maintenance/Support after a period of lapse.<br>• Proof of Purchase (POP) is always required to show original license purchased which has expired. If the Customer cannot provide history for its VU order, then the Customer will need to purchase using a New Software Product license SKU instead of a VU SKU.<br>• Must be for same product or organic evolution (i.e. product was replaced by another over time).<br>• VU quantity should equal the original Maintenance/Support purchased or previous Maintenance/Support renewed (whichever is most recent) per the compliance requirements noted in Section 6.1.2.<br>• VU quantity cannot be greater than the original Maintenance/Support purchased or previous Maintenance/Support renewed (whichever is most recent):<br>   ○ If increased Maintenance/Support is required, then an Initial Maintenance/Support SKU for the required additional Maintenance/Support should be purchased.<br>   ○ If additional Software Product licenses and Maintenance/Support are required, then a New Software (license) SKU and Initial Maintenance/Support SKU should be purchased.<br>• VU quantity can be less than the original purchased Maintenance/Support or previously renewed Maintenance/Support (whichever is most recent); however, it is recommended that the Customer contacts Symantec Customer Care to discuss whether those Software Product licenses are no longer required.<br>• VU SKUs are not available for all Symantec products. |

# Appendix II: SKU types that CANNOT be used to renew Maintenance/Support

| SKU Name | Purpose | Use Case & Entitlement Information |
|---|---|---|
| **New license SKU** | To purchase new Software Product licenses and Maintenance/Support for the first time<br><br>**And**<br><br>To increase original purchased quantities of Software Product licenses and Maintenance/Support | **CANNOT BE USED TO RENEW MAINTENANCE/SUPPORT**<br>• Entitles the user to use the Software Product according to the terms of the EULA.<br>• Entitles the user to access Maintenance/Support for the <u>term</u> defined by the Start and End dates on the Certificate.<br>• Entitles the user to access Maintenance/Support for the <u>quantity</u> indicated on the Certificate. |
| **Initial Maintenance/ Support SKU** | To extend the Maintenance/Support <u>term</u> for the FIRST order of a new license<br><br>**And**<br><br>To purchase Maintenance/Support for the first time for those products where Software Product and Maintenance/Support are sold as separate SKUs | **CANNOT BE USED TO RENEW MAINTENANCE/SUPPORT**<br>• Can only be ordered on purchase of a Software Product (or up to 30 days AFTER initial purchase of a Software Product).<br>• Used to extend the Maintenance/Support term for the first order of a NEW license (e.g. extend the term from 1YR to 3YRs).<br>• Used to purchase Maintenance/Support for the first time for those products where the Software Product and Maintenance/Support licenses are sold separately. In this case the Maintenance/Support Start Date will be back-dated to the purchase date of the Software Product.<br>• Entitles the user to access Maintenance/Support for the extended term defined by the Start and End Dates on the reissued License Certificate. |

**No other Symantec SKUs, including Cross-Grade SKUs or Competitive Upgrade SKUs can be used to renew Maintenance/Support.**

# Appendix III: Business Critical Services (BCS)

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

    o Upon renewal, BCS entitlements should be aligned to Essential Support renewal dates.

        ▪ Where applicable, all BCS entitlements should align to the same renewal dates.

- 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:**

- Customers are NOT entitled to Business Critical Services upon expiration of the Business Critical Services term.

- Customers will have a 30 day window after expiration to reinstate their Business Critical Services without incurring additional fees. Symantec reserves the right to levy additional fees thirty (30) days after expiry of the Business Critical Services term.

- The start date for POs submitted after the expiration date will be the day after which support 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.

- To request a temporary extension, contact BCS_Americas@symantec.com with Customer name, entitlement name, and expiration date.

# Appendix IV: Symantec Online Services Offerings

Symantec's online services offerings provide customers a flexible way to purchase subscription-based licenses.

Note the following guidelines for the renewal of Symantec online services. These guidelines are applicable globally, to Symantec's enterprise Customers:

## Subscription Use Rights

A "Subscription" is a fixed term right to access, use, and/or benefit from Symantec's online services as shown in the Customer's Order Confirmation (the electronically-generated confirmation that Symantec sends to the Customer to confirm a Subscription purchase and the Subscription Term).

The use of such offerings must be in accordance with the Online Services Terms & Conditions, located at https://www.symantec.com/about/legal/service-agreements.jsp. Symantec reserves the right to immediately suspend its online services without compensation to the Customer of any kind for non-compliant usage.

## Renewing the Subscription Term

The Subscription Term (the period of time for which a Subscription is valid) will start and end on the dates indicated on the Customer's Order Confirmation.

Symantec and its resellers utilize various methods to alert Customers to impending Subscription Term expiration including email notifications and console alerts. For continued access to Symantec's online services, Subscriptions must be renewed prior to the end of the Subscription Term. The Customer has the following options for Subscription renewals:

- **Automatic Renewal:** Where the auto-renewal option is available for the Symantec online service, and the Customer has elected this option, then the Customer's account will be invoiced automatically on the Subscription renewal date, without further action by the Customer. This option ensures continuous access to the Symantec online service.

  - **Automatic Renewal Opt Out:** For Subscriptions that automatically renew, the Customer may opt out of the automatic renewal option at any time by either contacting its reseller, or Symantec at customercare@symantec.com, or if available, by deselecting the opt-out button in the online service console. In the event that the Customer chooses to opt out of the Automatic Renewal Option, then the Subscription must be manually renewed for continued access to the Symantec online product or service.

- **Manual Renewal:** Where the Customer's Order Confirmation does not indicate auto-renewal, then the Customer must contact Symantec or its reseller prior to the Subscription Term expiration date to place a Subscription renewal order for continued access to the Symantec online service beyond the end of the Subscription Term.

## Late Renewals

Symantec's online services, and technical support, may be accessed during the Subscription Term only. The Customer will lose access to the online service including access to technical support and may lose loyalty benefits including discounted pricing (if such benefits were outlined as part of the original purchase transaction), if the Subscription is not renewed.

Symantec reserves the right to de-provision the Customer's account, and may require account reactivation fees.

## Renewal Pricing

Symantec reserves the right to change its pricing at any time. Symantec may change its pricing for its online services by publishing, quoting or invoicing the Customer for the updated pricing and will aim to provide advance notice before such changes take effect, as outlined in the Online Services Terms & Conditions.

## Subscription Changes

A customer may make changes to its Subscription at any time by contacting its reseller or Symantec. Subscription changes are subject to the Customer's Subscription payment method (billed up front or billed in arrears). Changes to Subscription meter amounts are outlined in the Online Services Terms & Conditions.

## Subscription Cancellation/Termination

A Customer may cancel its Subscription during the Subscription Term in accordance with the termination provisions of the Online Services Terms & Conditions. Unless the Customer purchases Subscriptions that auto-renew, no credits or refunds will be issued for Subscriptions cancelled after 60 days of purchase with a credit card.

## Refunds

If a payment is made by credit card, a Customer may request a refund by contacting Symantec within 60 days of the credit card purchase.

## Credit Requests

Where relevant, and in accordance with the Service Level Agreement for the online service, a customer may submit a Credit Request within the timeframe specified in the applicable Service Description. All such requests received will be subject to verification by Symantec in accordance with the applicable Service Description.

## Co-terming Subscriptions

For many online services, new Subscription purchases are automatically co-termed. Where this is not the case, a Customer may request that the expiration date for the new Subscription be aligned (or "co-termed") with an existing Subscription for a Symantec online service. While every attempt will be made to accommodate co-termination requests, all such requests will be reviewed by Symantec in the context of minimum purchase commitments for said online services, and will be subject to co-termination and product End of Life rules.

# Definitions

| Terms | Definitions |
|---|---|
| **Basic Maintenance** | Symantec support services (Maintenance/Support) offering that provides access to Content Updates, Product Updates, Software Version Upgrades and technical support during regional business hours. |
| **Certifcate** | The machine-generated certificate sent to Customers by Symantec, if applicable, to confirm a purchase of Licensed Software Maintenance/Support, non-software products, and/or certain Services |
| **Content Updates** | Content used by Licensed Software that is updated from time to time, including but not limited to: updated anti-spyware definitions for anti-spyware software; updated anti-spam rules for anti-spam software; updated virus definitions for antivirus and crimeware products; updated URL lists for content filtering and anti-phishing products; updated firewall rules for firewall products; updated vulnerability signatures for vulnerability assessment products; updated policy compliance updates for policy compliance software; updated lists of authenticated web pages for web site authentication software; and updated intrusion detection data for intrusion detection products, (if applicable). The term "Content Updates" also means the right to use Content Updates to the Licensed Software as they become generally available to our Customers except for those Content Updates that are only available through purchase of a Content Updates Subscription. Sometimes "Content Updates" are referred to as **"Security Updates."** |
| **Co-Termination** | Process of aligning multiple Maintenance/Support end dates to a single common end date thereby enabling easier renewal management. |
| **eFlex** | Symantec Enterprise Flex (eFlex) is a versatile, prepaid program that enables large organizations to deploy a specific monetary amount of products, within specific Symantec product families, for specific operating system platforms at set discount rates, over a set period of time. |
| **End Date** | The date, indicated on the Customer's License/Support Certificate on which the Customer's Maintenance/Support term expires. |
| **End of Life (EOL)** | The beginning of the process of wind down of distribution and support and other services for a release of Symantec software issued prior to the current shipping version. |
| **End of Support Life (EOSL)** | The point from which Symantec will no longer provide any type of support for a software product. Maintenance/Support renewals may no longer occur. |
| **EOEM** | An EOEM integrates Symantec's product into its own product or service. The EOEM is required to provide all levels of support to its end users and is encouraged to purchase Essential Support from Symantec. |

| Terms | Definitions |
|---|---|
| **Enterprise Options** | A buying program under which enterprise Customers have many different options to purchase Symantec software and support services. This includes the VPA (Volume Purchase Agreements) and eFlex buying programs, and may include other customized contracts and/or offerings. |
| **Essential Support** | Symantec Maintenance/Support offering that provides access to Content Updates, Product Updates, Software Version Upgrades and 24x7 access to technical support. Along with 24/7 coverage, Essential Support's technical support has faster response times than with Basic Maintenance. |
| **EULA** | End User License Agreement. A software license agreement that governs usage of a particular Software Product license. |
| **Grey Year** | A term used in Symantec's Enterprise Options (e.g. Site License) Licensing Programs. 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 Symantec has specified in writing a Maintenance/Support rate for such renewal-year. The Grey Year renewal is not mandatory, however if the Customer elects to renew Maintenance/Support for the Grey Year, then it must renew Maintenance/Support for all the Site Licensed Software. |
| **Maintenance/Support** | The commercially-available Symantec Maintenance/Support services (upgrade assurance, content updates, product updates, access to Technical Support) that the Customer purchases for the Licensed Software, provided by Symantec in accordance with Symantec's then-current Maintenance/Support policies and processes. |
| | Maintenance/Support entitles a Customer to a specific level and duration of support related to a particular software license. For some products, Maintenance/Support also generates a License Key to enable "content updates" (e.g., virus definitions, URL lists, etc.). |
| **MSRP** | Manufacturer's Suggested Retail Price (List price on MSRP Pricelists) |
| **OEM** | Original Equipment Manufacturer. An OEM bundles or integrates the Symantec products into its own branded product or service. The OEM may have rebranded or otherwise modified the Symantec product and sells OEM-branded support for Symantec products sublicensed by the OEM. The end users do not typically know that the OEM solution includes Symantec products. Note that OEMs differ significantly from EOEMS, in that OEMs are authorized by Symantec to provide level 1 and level 2 Frontline Support, or sometimes level 3 support, directly to end users and receive level 3 Backline Support, or level 4 support, respectively, from Symantec. |
| **Online Services** | Any Symantec branded solution delivered over the Internet and/or hosted or managed by Symantec and made available via a network including any "Service Component(s)" which means certain enabling software, hardware peripherals and associated documentation which may be separately provided by Symantec as an incidental part of an Online Service. |

| Terms | Definitions |
|---|---|
| **Proof Of Purchase** | A process Symantec uses to validate license ownership and entitlement to purchase Maintenance/Support and/or upgrades. |
| **Reinstatement Fee** | A fee applied to a renewal where the Maintenance/Support has previously expired over and above the calculation of support fees to cover the period of lapsed support or delayed inception of support. |
| **Renewal** | To extend Basic Maintenance or Essential Support after the Initial Maintenance/Support Term or previous Renewal Term has expired. |
| **Renewal ID** | An identification number assigned by Symantec that tracks each renewal opportunity. |
| **Renewal ID Status Tool** | Search tool on Symantec's PartnerNet website that provides status of Renewal IDs, detailed SKUs and quantities associated with the Renewal ID queried. |
| **Renewal Quote** | A formal pricing document stating a quoted price for a specific period of time for a Maintenance/Support offering. |
| **SAN (Symantec Agreement Number)** | Symantec Agreement Number. Refers to the Contract I.D. or the unique number issued to a Customer when purchasing from Symantec. A SAN identifies a specific licensing program relationship with a Customer. |
| **SKU** | Stock Keeping Unit; Part Number. |
| **(Software) Version Upgrade** | A subsequent release of Licensed Software that Symantec 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. You may sometimes see Software Version Upgrades referred to as "product updates" or "software updates" in some of our older documentation. Software Version Upgrades do not include "Content Updates." |
| **SSP** | Symantec Strategic Service Provider (SSP): Managed and Outsourced Service Providers, who under the Symantec SSP Program, are able to use Symantec software to provide integrated services to their customers. |
| **Start Date** | The date, indicated on the Customer's License/Support Certificate on which the Customer's Maintenance/Support term begins. |
| **Subscription** | A subscription involves the purchase of a software license on a limited term basis where both the software and the Maintenance/Support have Start and End Date. Unlike a perpetual license, Customers do not have the right to use the software beyond the End Date of the subscription. Note that a subscription license cannot be renewed. It must be repurchased. |

| Terms | Definitions |
|---|---|
| **Support Partner** | Any business partner contractually authorized by Symantec to provide support services to end user licensees of Symantec products in the partner's own name . |
| **Use Level** | The license unit of measurement or model, including operating system or machine tier limitation, if applicable, by which Symantec measures, prices and sells the right to use a given Licensed Software product, in effect at the time an order is placed, as indicated in the applicable Addendum, Certificate or EULA, in that order of precedence |
| **VPA** | Symantec Enterprise Volume Purchase Agreement Program. A licensing program designed for large enterprise Customers that offers purchasing predictability through pre-agreed discounting fixed for the period of the Customer's agreement with Symantec. |
| **xSP** | An xSP includes service providers, such as MSPs, and OSPs, that manage or host Symantec software for end users under Symantec Enterprise xSP program. The xSP is required to provide all levels of support to its end users and to purchase Essential Support from Symantec, and Symantec will treat the xSP like any other end user. Each xSP SKU is a monthly license bundled with Essential Support. |