Guiding Principles

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

The purpose of this document is to communicate Symantec’s Enterprise Renewals Policy to our Channel Partners and Customers.

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

- Essential Support
- Basic Maintenance (NOTE: This offering has been discontinued globally as of April 2017 and is only available in certain limited circumstances).

Policy

Background

Symantec Maintenance helps to protect and maximize a Customer’s software investment. Maintenance 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 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 Customer’s Entitlement Confirmation and in accordance with the Customer’s signed agreement or End User License Agreement (EULA). Corresponding Maintenance is sold on a yearly fixed term basis. Maintenance that relates to the initial software purchase is referred to as the “Initial Maintenance Term.” Maintenance that is renewed after Initial Maintenance expires is referred to as “Renewal Term.” The term duration is defined by the Start and End Dates as laid out in the Customer’s Entitlement Confirmation. Maintenance should be renewed prior to expiry (the End Date) for continued access to Maintenance benefits.

- **Subscription (term-based)**: For certain Software Products and under certain buying programs, Symantec sells the Software Product and corresponding annual Maintenance together on a subscription basis, where both the Software Product and the Maintenance are licensed for a fixed term per the Use Level stated in the Customer’s Entitlement Confirmation and in accordance with the Customer’s signed agreement or End User License Agreement (EULA). 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 benefits.

Renewal Pricing

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

Symantec reserves the right to increase its global MSRP pricing annually, without notice, with minimum increases based on the U.S. Consumer Price Index (CPI) unless otherwise contractually agreed. This applies to both new and renewal purchases for all Symantec products and services, including but not
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limited to, perpetually licensed and subscription Software Products; Online Services; Consulting Services & Hardware.

NOTE: From April 2017, Symantec is phasing out its Buying Programs (except the Express Buying Program). Existing Buying Program contracts will be honored through contract end date. Please contact your reseller or Symantec Account Representative for additional information.

Quoting & Notification

Symantec utilizes various methods to alert Customers to impending 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 expiry, Symantec will prepare renewal quotes/notifications and deliver them to Customers or Partners, as appropriate.

Partner Information

A Partner can sell Maintenance 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 renewals.

A Partner should contact its Customers directly during the 60-90 day period before the particular Customer’s Maintenance term expires. If a Partner is unsuccessful in renewing a Customer’s Maintenance by the Maintenance End Date (as set out in the Customer’s Entitlement Confirmation), then Symantec reserves the right to contact the Customer directly or indirectly to arrange for the renewal.

Find out more about Symantec’s Partner Program and resources available via PartnerNet at https://www.symantec.com/partners.

General Purchase Information

- Proof of Purchase: Symantec requires Proof of Purchase (POP) of the original Software Product and associated Maintenance in order to determine eligibility and process renewal orders. Symantec’s Proof of Purchase method is the Renewal Identification number (Renewal ID). This number is included on renewal notifications and quotes issued by Symantec. Purchase orders submitted without Renewal ID will be rejected.
- Ordering: Renewal SKUs must be used for renewal orders when such orders are submitted during the Maintenance term. Renewal orders submitted using incorrect SKUs will be rejected.
- Relicensing: Relicensing of existing Maintenance renewal opportunities by the deliberate use of inappropriate SKUs such as new product or Competitive Upgrade SKUs is not permitted.
- Maximum Maintenance Term: Customers may purchase up to five (5) years of initial or renewal Maintenance for Software Products in accordance with Symantec’s End of Life Policy.
- Multi-year Renewals: After expiry of the Initial Maintenance Term, Customers may request a multi-year Renewal Term. Such requests will be accommodated provided the requested multi-year renewal duration complies with Symantec’s End of Life Policy for the Software Product in question.
- Co-termination: There may be cases where the Customer has purchased Symantec Software Products with Maintenance at different times resulting in Maintenance with different End Dates. Customers should contact their Symantec Account Representative or reseller to discuss co-terminating
Enterprise Renewals Policy (Software)

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Maintenance End Dates to a single renewal event. All such requests will be subject to Symantec’s co-termination rules and will be reviewed and approved at Symantec’s discretion.

- **Delayed Initial Purchase of Maintenance:**
  
  *Note: From April 2017, Maintenance is compulsory for all initial Software Product purchases. The information below relates to Software Product purchases made prior to April 2017.*

  Where a Customer has not initially purchased Maintenance, but then later wishes to purchase Maintenance, the Customer can do so within thirty (30) days of the initial purchase of the Software Product without incurring additional charges. The new Maintenance term will have a Start Date starting on the day the original Software Product was purchased (Booking Date).

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

- **Cancellation of Maintenance:** Symantec does not accept returns of any product or service once a transaction is complete. Please contact your Symantec Account Representative for additional information.

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

- **Renewing Early:** A Customer can elect to renew Maintenance any time prior to the Maintenance End Date. When renewing early, the Maintenance Start Date will be the day after the original Maintenance End Date as expressed on the Customer’s Entitlement Confirmation.

**Reinstating Lapsed Maintenance**

Customers with expired Maintenance automatically lose all entitlements to Maintenance 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 to lapse beyond the Maintenance End Date, but later wishes to reinstate Maintenance.

**Exceptions**

This policy does not apply to:

- The renewal of Symantec’s Norton (Consumer) Software Products.
- The purchase of Initial Maintenance (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 offerings for such products.
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- Renewals relating to Symantec premium support offerings.  
- Renewals of Maintenance/support for Hardware Products.  
- Renewals relating to Symantec Online Services offerings. However, guidelines relating to the renewal of such offerings are including in Appendix I.

**Definitions (optional)**

<table>
<thead>
<tr>
<th>Terms</th>
<th>Definitions</th>
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<tbody>
<tr>
<td>Basic Maintenance</td>
<td>Legacy Symantec Maintenance offering that provided access to Content Updates, Product Updates, Software Version Upgrades and technical support during regional business hours.</td>
</tr>
<tr>
<td>Content Updates</td>
<td>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 website 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.”</td>
</tr>
<tr>
<td>Co-Termination</td>
<td>Process of aligning multiple Maintenance end dates to a single common end date thereby enabling easier renewal management.</td>
</tr>
<tr>
<td>End Date</td>
<td>The date, indicated on the Customer’s Entitlement Confirmation on which the Customer’s Maintenance term expires.</td>
</tr>
<tr>
<td>End of Life (EOL)</td>
<td>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.</td>
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<tr>
<td>Essential Support</td>
<td>Symantec entry-level Maintenance offering that provides access to Content Updates, Product Updates, Software Version Upgrades and 24x7 access to technical support.</td>
</tr>
<tr>
<td>EULA</td>
<td>End User License Agreement. A software license agreement that governs usage of a particular Software Product license and access to Maintenance benefits for that Software Product.</td>
</tr>
<tr>
<td>Maintenance</td>
<td>The commercially-available Symantec Maintenance offerings (Version Upgrades, 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 policies and processes. Maintenance entitles a Customer to a specific level and duration of support related to a particular software license. For some products, Maintenance also generates a License Key to enable “content updates” (e.g., virus definitions, URL lists, etc.).</td>
</tr>
<tr>
<td>MSRP</td>
<td>Manufacturer’s Suggested Retail Price (List price on MSRP Pricelists)</td>
</tr>
<tr>
<td>Online Services</td>
<td>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</td>
</tr>
</tbody>
</table>
## Terms Definitions

<table>
<thead>
<tr>
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<tr>
<td>Proof of Purchase (POP)</td>
<td>A process Symantec uses to validate license ownership and entitlement to purchase Maintenance and transact renewals.</td>
</tr>
<tr>
<td>Reinstatement Fee</td>
<td>A fee applied to a renewal where the Maintenance has previously expired over and above the calculation of Maintenance fees to cover the period of lapsed Maintenance or delayed inception of Maintenance.</td>
</tr>
<tr>
<td>Renewal</td>
<td>To extend Essential Support (or other Symantec entry-level Maintenance offering) after the Initial Maintenance term or previous Renewal term has expired.</td>
</tr>
<tr>
<td>Renewal ID</td>
<td>An identification number assigned by Symantec that tracks each renewal opportunity and is used by Symantec as Proof of Purchase.</td>
</tr>
<tr>
<td>Renewal Quote</td>
<td>A formal pricing document stating a quoted price for a specific period of time for a Maintenance offering.</td>
</tr>
<tr>
<td>SKU</td>
<td>Stock Keeping Unit; Part Number.</td>
</tr>
<tr>
<td>(Software) Version Upgrade</td>
<td>A subsequent release of Licensed Software that Symantec makes generally available to Customers who have current Maintenance 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.”</td>
</tr>
<tr>
<td>Start Date</td>
<td>The date, indicated on the Customer’s Entitlement Confirmation on which the Customer’s Maintenance term begins.</td>
</tr>
<tr>
<td>Subscription</td>
<td>A subscription involves the purchase of a software license on a limited term basis where both the software and the Maintenance 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.</td>
</tr>
<tr>
<td>Use Level</td>
<td>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, Entitlement Confirmation or EULA, in that order of precedence</td>
</tr>
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### Compliance

#### 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.

#### 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 as follows:

- **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
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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 Entitlement Confirmation 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.

- **Maintenance**: Maintenance is always sold for a fixed term. A Customer is required to renew its Maintenance entitlement prior to the expiry date of the Maintenance term in order to continue to avail of the Maintenance benefits.
  - The Customer can only avail of Maintenance for those Software Products for which it maintains current Maintenance.
  - Maintenance for certain Software Products availing of critical Content Updates is mandatory. For such Software Products, the Customer should not attempt to utilize Maintenance benefits unless the Customer has current Maintenance. Symantec reserves the right to turn off delivery of Content Updates to any Customer who does not have current Maintenance.
  - Maintenance is purchased on a per-license basis. The Customer may not purchase Maintenance for a subset of Software Product licenses and then misuse that Maintenance to cover other unsupported Software Product licenses. Prohibited misuse 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 quantity should always equal the quantity of Software Product licenses purchased.
  - Maintenance must match the appropriate Software Product license type (perpetual or subscription) and Software Product license quantity.
  - Maintenance offerings should be purchased on a per-Symantec Product basis (i.e. Maintenance offerings and levels of Maintenance cannot be mixed per Symantec Software Product at the same Customer location).

NOTE: Maintenance is provided to the Customer subject to Symantec’s then-current Maintenance policies, including but not limited to Symantec’s End of Life policies.

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.

- **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 as follows:
  - Purchase the appropriate quantity of new Software Product licenses at list price/MSRP, along with corresponding Maintenance for the new Software Product licenses.
  - Pay Maintenance 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 will be charged.
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- Renew current Maintenance (it is recommended that current Maintenance is co-termed with the backdated Maintenance).
  
  o **Maintenance Non-compliance:** Customers are expected to renew Maintenance on time and to the appropriate level to cover its particular Software Product licenses.

  Quantity Mismatch: Customers who are found to be misusing Maintenance will be required to:
  
  - Purchase Maintenance for those unsupported Software Product licenses for which the Customer availed of Maintenance, backdated to the time of the Maintenance misuse.
  - Renew current Maintenance (it is recommended that current Maintenance is co-termed with the backdated Maintenance).

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

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 and access to Maintenance benefits. Verification may include the appointment of an independent third party to assess the Customer’s environment and actual use of Symantec Software Product licenses and Maintenance. Symantec takes misuse seriously and will proactively engage with Customers to ensure the use of the Symantec Software Product and Maintenance is in line with the Customer entitlements.
Appendix I: 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.

  o **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.
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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-terminal. 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.