



Global Renewal Policy

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Introduction

Arctera helps you protect and maximize your Arctera 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 Arctera on premise software licenses and appliances in a timely manner.

The scope of this policy also includes renewals of subscription or term-based Licensed Software, which includes maintenance/support for the license term.

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. Arctera 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 Arctera renewal account manager or your Arctera 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@Arctera.io

Type of Licensing

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

- **Perpetual:** Some Arctera 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):** Arctera sells Licensed Software bundled with Maintenance/Support on a subscription (fixed term) basis. In this instance, a renewal of the subscription should be purchased prior to the end of the then-current subscription term to avoid interrupted access to both the Licensed Software and Maintenance/Support.



Support Offering Overview

Arctera 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 Arctera 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 Arctera environment and to drive results toward your business objectives. The Essential Support plan is a prerequisite to purchasing BCS. More information here: <https://www.arctera.io/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.arctera.io/business-critical-services>

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

ESSENTIAL SUPPORT	BUSINESS CRITICAL SERVICES REMOTE PRODUCT SPECIALIST TECHNICAL SUPPORT	BUSINESS CRITICAL SERVICES PREMIER TECHNICAL SUPPORT
	Named Technical Support Engineer in Product Family	Named Support Account Manager
	Quarterly Account and Service Reviews	Proactive Remote Technical Services
	Priority Escalation Management	Quarterly Account and Success Planning
	Technical Webinars	Priority Escalation Management
	Priority Access to Experienced Engineers	Technical Webinars
30 Min Severity 1 Response Target, after Acknowledgement	15 Min Severity 1 Response Target, after Acknowledgement	Priority Access to Experienced Engineers
24x7 Technical Support*	24x7 Technical Support*	15 Min Severity 1 Response Target, after Acknowledgement
Phone, Web and Knowledge Base Access	24x7 Technical Support*	24x7 Technical Support*
Product Updates, Upgrades and Fixes	Phone, Web and Knowledge Base Access	Phone, Web and Knowledge Base Access
	Product Updates, Upgrades and Fixes	Product Updates, Upgrades and Fixes
	Case Management and Resolution Focus	Proactive Support Focus



Maintenance/Support Policies for Renewal

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 your Arctera products. Within a Arctera 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 perpetual licensed product because they are no longer using a portion of their install base, then Arctera 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, and usage reports, with utilities provided by Arctera, will be required. Additionally, a reduction in the maintenance/support coverage based on the licenses count or capacity may result in an increase in maintenance/support price.

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 Arctera renewal account manager, and the exception is approved, then Maintenance/Support for the remaining licenses will be re-calculated based on Arctera' 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

Arctera makes every effort to help ensure 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 can give Arctera 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 or Subscription Software Lapse?

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

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 Subscription Software lapses, you will lose the right to use the Licensed Software along with any related Maintenance/Support.

Arctera may, in its discretion, permit reinstatement as to a particular license or support entitlement, but only upon payment of applicable reinstatement fees and other requirements including those described below.

Reinstatement Requirements

Perpetual licenses: to reinstate Maintenance/Support on 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.

Subscription Licenses: an on-premise subscription license grants you the right to use Arctera 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. To have the right to continue the use of the subscription license and support, you must renew prior to the expiration of the subscription term. Arctera may, in its sole discretion, permit you to reinstate the subscription, however you will need to pay for the lapsed period and reinstatement may be subject to a penalty fee. The penalty fee is equal to 25% of the lapsed period and is calculated based on the end user price on the applicable price list.



Co-Termination

If you have purchased a Arctera subscription or Arctera 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-termining multiple renewals, please let your Arctera Renewal account manager know.

Term Options

Maintenance/Support Term: Arctera Maintenance/Support is sold as a minimum of a 12- month term; however, you may purchase a multi-year Maintenance/Support term for your Arctera 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 Arctera' 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 or Subscription Software prior to the expiration of your existing term. The renewal term start date will remain unchanged regardless of the early renewal activity

Business Critical Services 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. Upon renewal, customer must hold a valid Underlying BCS Premier agreement in order to purchase a renewal of the BCS Product Family Add-on.

Renewal Process

We want you to have an uninterrupted experience with your Arctera products, so you always have the benefits of an active subscription license and/or Arctera Maintenance/Support. Your Arctera 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 Arctera renewal account manager:



1. **Arctera:** will send reminder notifications via email, 90, 60 and 30 days prior to the expiration of your current 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. Additionally, for our subscription customers, please be sure to provide to us your usage reports 90 days prior to expiration.
3. **Arctera:** prior to the expiration of your existing term, you will receive a Renewal Quote with pricing for Maintenance/Support or a subscription license for the new term
4. **Customer:** the renewal quote provides pricing for a specified term period. If you would like multi-year pricing or wish to co-term all your Arctera products to one renewal date, please contact your Arctera renewal account manager.
5. **Customer:** please let us know if the new quote meets your expectations. We greatly appreciate you working with the Arctera 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.

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If you have any questions or queries, please contact your Arctera renewal account manager or your Arctera 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@Arctera.io



Definitions

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

Terms	Definition
Back Maintenance	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.
Co-Termination	Process of aligning multiple entitlement end dates to a single common end date thereby enabling easier renewal management.
End Date	The date indicated in your offering entitlement confirmation on which your term expires.
End of Life (EOL)	The beginning of the phased ending of distribution and support for a particular release of Arctera software.
Licensed Software	Arctera software products.
Maintenance/Support	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.
Reinstatement Fee	A fee applied to an expired and/or lapsed Arctera offering upon reinstatement of such offering.
Renewal Term	A period following either the Initial term or other subsequent renewal terms. Arctera requires a minimum of a twelve (12) month term.
Renewal Quote	A formal pricing document stating the fee for a specific period of time for the renewal of a term-based offering.
Start Date	The date on which your entitlement term begins, as indicated in your entitlement confirmation.