



Virtual Instruments Corporation d/b/a Virtana Technical Support, Maintenance and Subscription Renewal Policies

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This Technical Support, Maintenance and Subscription Renewal Policy (“Policy”) states the Virtual Instruments Corporation d/b/a Virtana (“Virtana”) current policies and procedures for maintenance offerings, renewals, and subscriptions applicable to Virtana software, hardware and SaaS products (“Products”) purchased by you (“Customer”) from Virtana or from Virtana authorized resellers or distributors (“Channel Partner”). The Product use is governed by the (“Terms and Conditions”) which are detailed in the current Product and Services agreements, copies of which are available at the URL <https://www.virtana.com/legal-notices/> *Product & Services Agreement (Direct Purchase Only)* , or *Product & Services Agreement (Indirect Purchase Only)*.

Technical support, maintenance and subscription entitlement (“Entitlement”) requires active continuous subscription, support or maintenance contracts as detailed in the following Support Policy and SLA documents available at <https://www.virtana.com/legal-notices/>: *Virtana Platform Support Policy and SLA, VirtualWisdom Maintenance and Support Supplement and WorkloadWisdom and Workload Generator and TDE Maintenance and Support Supplement*. Details on the lifecycle of Products and the associated support levels over the lifetime of products is provided in the Product Lifecycle a copy of which is available at the URL: <https://www.virtana.com/legal-notices/>

Maintenance Offerings

Entitlement

Access to these offerings (“Entitlement”) requires active continuous subscription, support or maintenance contracts as detailed in the following Support Policy and SLA documents available at <https://www.virtana.com/legal-notices/>: *Virtana Platform Support Policy and SLA, VirtualWisdom Maintenance and Support Supplement and WorkloadWisdom and Workload Generator and TDE Maintenance and Support Supplement*.

Technical Support

Technical Support (“Technical Support”) is defined as the current standard Support Services purchased, as detailed in the following Support Policy and SLA documents available at <https://www.virtana.com/legal-notices/>: *Virtana Platform Support Policy and SLA, VirtualWisdom Maintenance and Support Supplement and WorkloadWisdom and Workload Generator and TDE Maintenance and Support Supplement*.

Extended Support

Extended Support may be available for certain, recent End-of-Life (EOL)/End-of-Support (EOS) Virtana products for up to one year for an additional fee. The Products must have been under continuous active Technical Support, Maintenance or Subscription contracts.



Strategic Support

Strategic Support is Virtana’s enhanced support offering that provides customers with personalized and proactive product guidance and solution expertise. Strategic support is offered at two levels – Essential and Premier and is offered as an add-on to the existing Technical Support Contract. Essential Strategic Support is required for the first 12 months after initial purchase of perpetual or on-premises subscription licenses.

	Essential	Premier
Break/Fix Support	✓	✓
Priority Support Ticket Handling		✓
Support for Upgrades	✓	✓
Virtana University Training Access	✓	✓
Assigned CSM/TAM	CSM	TAM
Onboarding & Enablement	✓	✓
Urgent Incident Response		✓
Subject Matter Expert Sessions	Matrixed - 36hrs/annually	Named
Operational Review Calls	Quarterly	Monthly

Types of Licenses

Perpetual License

Subject to Entitlement, a perpetual software license allows the user to use the Software Product in perpetuity as long as the user is in compliance with the Terms and Conditions.

On Premise Subscription License:

Subject to Entitlement, a subscription (“Term”) license allows the use of a Software Product for a specified period of time (subscription period) as long as the user is in compliance with the Terms and Conditions. After the subscription period expires, the product may no longer be used unless the subscription is renewed.

Hardware/Firmware:

Hardware/Firmware are not licensed, however the ability to collect metrics from the hardware/firmware is. A perpetual license to collect metrics from hardware/firmware allows the collection of metrics in perpetuity as long as the Terms and Conditions are not violated. A Term license allows the collection of metrics for a specified period of time (subscription period) as long as the user does not violate the Terms and Conditions. Technical support is subject to Entitlement.



Software as a Service (SaaS):

SaaS is a software licensing and delivery model in which software is licensed on a subscription basis, is centrally hosted, is subject to Entitlement and requires compliance with the Terms and Conditions.

General Policies

These policies are subject to change at Virtana's discretion. Virtana shall use reasonable efforts to inform Customer of policy updates in accordance with its notification procedures employed generally for all customers. Changes to the documents shall be binding solely on a go-forward basis, provided the Customer agrees in writing to be bound to a Quote or other Virtana-issued document that references such terms on or after the date of modification. A Customer's sole and exclusive remedy if in disagreement with a change to the policies is to refrain from renewing Technical Support, maintenance, or subscriptions.

Technical Support Fees

Technical support fees apply to perpetual licenses and are due and payable in advance of a support period. The minimum term for technical support is 12 months.

On-Prem Subscription Fees

Subscription fees for on-prem term licenses products are due and payable in advance for a minimum period of 12 months, unless otherwise stated in the order.

On-Prem and SaaS Subscription Fees

Subscription fees for SaaS products are due and payable in advance for the agreed period, unless otherwise stated in the order.

Hardware Maintenance

Maintenance is mandatory for all new Hardware product purchases for a minimum period of 12 months.

Start Date

Unless otherwise stated in the order, the Software Technical Support/Subscription start date commences on the date of purchase of the Virtana Product(s) and is provided for a period of twelve (12) months thereafter. For renewals, the start date is the date after the then-current Technical Support/Subscription expires.

Unless otherwise stated in the order, all new Hardware Maintenance contracts start at the hardware shipment/fulfilment date.

**Renewal Notification**

Within 180 days prior to expiry of existing Technical Support, Maintenance or Subscription contracts, a renewal quote will be provided to direct customers or Channel partners. Renewal quotes are valid until the expiration date indicated on the quote.

Cancellation Notice

Customers must provide 90 day written notice of cancellation prior to the end of the term of their contract as specified in their quote.

Discounting

Discounts from original purchase do not carry over to renewal pricing unless there is a contractual agreement.

Unsupported Products

Customers with unsupported products are not entitled to download, or receive updates, patches, telephone assistance, or any other technical support services for an unsupported product. Technical Support purchased or renewed for one product set cannot be used to support a different product set.

Price Increases

Virtana reserves the right to increase its pricing annually without notice for both new and renewal purchases for all products and services.

Renewal Terms and Conditions**Price increases**

Virtana reserves the right to increase renewal prices by as much as the greater of 5% or the United States Consumer Price Index (CPI).

End of Life (EOL) and End of Support (EOS)

Renewal contracts and reinstatements may not extend beyond the published EOL/EOS of a Product unless the Product is replaced with a different Product version or Extended Support is offered and purchased.

Customer data

In connection with the use of SaaS Services, Customer may provide certain data, including, for example, metadata associated with that data, to Virtana ("Customer Data").



Perpetual licenses

Upon expiration of the initial Technical Support period, Technical Support will be renewed for successive annual periods unless Virtana receives written notice of cancellation 90 days prior to the renewal date. If a renewal is not completed prior to expiration, Entitlement will be suspended.

Virtana requires Technical Support contracts to be continuous without a gap from the prior contract expiration date. Any order that is received and booked after a Technical Support contract expiration date is defined as a late renewal ("Late Renewal") A Late Renewal for perpetual software Technical Support contracts will be backdated to the expiration date and is subject to 25% reinstatement fee of the current Software Technical Support list price.

Lapsed period is defined as the period commencing on the date of termination of prior coverage through the reinstatement date ("Lapsed Period"). To reinstate Technical Support contracts that have lapsed more than 3 months, Technical Support Services fees for the Lapsed Period must be paid, plus the one (1) year period from the reinstatement date forward. A reinstatement fee of an additional 25% of Lapsed Period fees will be applied. If Technical Support Services are not reinstated for the entire purchased Product set or are purchased for a subset of the Products ordered, Technical Support Services pricing discounts may be eliminated and renewal pricing set at then-current list pricing.

Subscription licenses:

Upon expiration of the initial Term license period, the license will be renewed for successive annual periods unless Virtana receives written notice of cancellation 90 days prior to the renewal date. If a renewal is not completed prior to expiration date, access to the license and metrics collection is suspended. In addition, the Entitlement is void. Additionally, previously negotiated pricing is not honored if renewal lapses more than 3 months.

Hardware/Firmware:

Upon expiration of the initial Maintenance contract, Maintenance will be renewed for successive annual periods unless Virtana receives written notice of cancellation 90 days prior to the renewal date.

Virtana requires Maintenance contracts to be continuous without a gap from the prior contract expiration date. Any order that is received and booked after a Maintenance contract expiration date is recognized as Late Renewal. A Late Renewal for Hardware Maintenance contracts will be backdated to the expiration date and are subject to a 25% reinstatement fee of the current Maintenance list price. Late Renewals on Maintenance contracts may be subject to a Product audit.

Maintenance may be renewed on all or on a subset of the hardware devices after decommissioning the unused hardware devices. If renewed for a subset, Maintenance services pricing discounts may be eliminated and renewal pricing set at then-current list pricing. Maintenance may be discontinued for customers with past-due invoices.

To reinstate Maintenance contracts that have lapsed more than 3 months, Maintenance fees for the Lapsed Period must be paid, plus the one (1) year period from the reinstatement date forward. A reinstatement fee of an additional 25% of Lapsed Period fees will be applied.



SaaS:

Upon expiration of the initial Subscription period, the Subscription will be renewed for successive annual periods unless Virtana receives written notice of cancellation 90 days prior to the renewal date.

Virtana requires Subscription contracts to be continuous without a gap from the prior contract expiration date. Any order that is received and booked after a Subscription contract expiration date is defined as a late renewal ("Late Renewal") A Late Renewal for Subscription contracts will be backdated to the expiration date and are subject to 25% reinstatement fee of the current Subscription list price.

If a renewal is not completed prior to expiration date, access to the SaaS platform is suspended. In addition, the Entitlement is void. Virtana will use reasonable efforts to notify Customer prior to a suspension where feasible, given the nature of the issue giving rise to the suspension, and Virtana will restore access to the SaaS platform when the issue causing the suspension is resolved. Virtana reserves the right to assess a fee for restoring access to the SaaS platform. Additionally, previously negotiated pricing is not honored if renewal lapses more than 3 months. In the event the Subscription is not renewed within (60) days of payment due date, Virtana reserves the right to delete "Customer Data" from SaaS Services Platform.