

License Transfer Policy – External

Effective: September 8th, 2009

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Symantec understands that our customers' IT environments are constantly changing. For that reason, Symantec's License Transfer Policy has been established to provide customers with enhanced flexibility to leverage their investments in Symantec software.

Six types of License Transfers are defined by Symantec's License Transfer Policy:

- 1) **Cross-Grades:** License transfer of a "lesser" product to a more fully featured product that includes the "lesser" product's functionality.
- 2) **Product Down-Grades:** License transfer of a more full-featured product to a "lesser" product comprising part of the full-featured product's functionality.
- 3) **Host Transfers:** Movement of a license from one host to another host with no change to the product, platform, meter, or server/processor-tier.
- 4) **Platform Transfers (also referred to as OS Transfers):** License transfer from one platform (operating system) to another platform with no change to the product, meter, or server/processor-tier.
- 5) **Server/Processor-Tier Transfers:** License transfer from one server/processor-tier to another server/processor-tier with no change to the product, meter or platform.
- 6) **License Meter Transfers:** License transfer from one meter to another meter.

The License Transfer Policy also defines the scenarios under which 1) previously purchased maintenance may be transferred to the new license in conjunction with a license transfer, and 2) the policy for executing transfers that involve more than one of the above types of license transfer at the same time.

Policy Summary

Please note that Symantec reserves the right to update the License Transfer Policy ("Policy") and/or this Policy Overview at any time without notice.

● = Indicates a requirement

○ = May be required.

Transfer Type	Overview	Process	Basis	Transfer Sheet	COD	Fees	Current Maint.	PO
Cross-Grade	Available for select products	If cross-grade SKU exists, place order for license and use the License Transfer Worksheet only if maintenance is being transferred. If cross-grade SKU doesn't exist, the License Transfer Worksheet is required. The PO or License Transfer Worksheet must include the Original License Reference Number and/or the Symantec Certificate Number of the Original License to ensure the accuracy of our Install Base Records.	1:1 Only	○		●	●	●
Product Down-Grade	Available for select products	License Transfer Worksheet is required.	1:1 Only	●			●	
Host Transfer	All Products	Host Transfers may be executed through the Licensing Portal. Otherwise, contact Customer Care to perform the transaction.	1:1 Only		○			
Platform or Tier Transfer	Where applicable	Step 1: Complete the License Transfer Worksheet found on PartnerNet. Step 2: Obtain PO per License Transfer Worksheet instructions Step 3: Submit PO and License Transfer Worksheet to Order Operations	1:1 Many : 1 1 : Many	●		○	●	●
License Meter Transfer	Where applicable	Step 1: Complete the License Transfer Worksheet found on PartnerNet. Step 2: Obtain PO per License Transfer Worksheet instructions Step 3: Submit PO and License Transfer Worksheet to Order Operations	1:1 Only	●		○	●	●

*Refer to the Symantec price list for official pricing information. "COD", "PO" refer to "Certificate of Destruction" and "Purchase Order" respectively.

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Additional Policy Overview Detail

New Maintenance. Purchase of a new one or multiple year maintenance contract is NOT required for any of the above transfers; however, Cross-Grades, Product Downgrades, Platform/Tier Transfers and Meter Transfers require current maintenance for the Original license. If maintenance is being transferred from the Original license to the Replacement license, additional maintenance fees may be required.

Transfer Effective Date: If a PO is required for the license transfer, then the transfer is complete when Symantec accepts the Customer or Partner PO which indicates the Replacement License product. If a PO is not required, the acceptance date of the Certificate of Destruction (COD) or e-mail approval date from the Customer will determine the transfer date.

Note: The “Effective Date of License Transfer” as listed on the License Transfer Worksheet (LTW) must **NOT** be more than 30 days from the date the transfer is executed. This date as listed on the License Transfer Worksheet must also **NOT** be future dated.

Simultaneous Use: In all license transfer scenarios, to allow time for data migration, the Customer may continue to use their Original License for up to 60 days after the effective date of the transfer. At the end of this 60 day period, the customer agrees to terminate their use of and destroy the Original License. Please note, if the Customer transferred the Original License’s pre-paid maintenance to the Replacement License, the Original License is no longer covered by maintenance as of the effective date of the transfer. If maintenance *was not* transferred to the Replacement License, then the Original License will remain supported for the lesser of 60 days or the expiration date of the maintenance agreement on the Original License. However, the Replacement license will not be supported unless a separate maintenance contract was purchased.

License Transfer fees: Transfer requests may result in incremental license fees where the Replacement license is priced higher than the Original license. If the List Price of the Replacement License is the same or less expensive than the Original License, fees may not be required (and no credits or refunds apply)

Maintenance Transfer: Maintenance may be transferred from an Original License to a Replacement License for all transfers defined by this Policy, provided that there are at least 30-days still remaining of pre-paid maintenance on the Original License.

If maintenance is transferred, the Replacement License maintenance expiration date will remain the same as the Original License maintenance expiration date. However, at the time of transfer, customers may also elect to purchase a one or multiple year maintenance extension on the Replacement License.

Basis: With the exception of select platform and tier transfers, one Original product license may be transferred to one Replacement product license.

Destruction of Original License: By executing any of the License Transfers covered by this Policy, a customer is deemed to agree to cease all use of and to destroy their Original License. Customers may be required to provide certification of destruction of Original Licenses after transfer, at Symantec’s discretion.

Credits: Transfer requests may result in a zero dollar license or maintenance line item but never in a Customer credit. Refunds will not be given nor will Customer maintenance contracts be extended.

Renewals: Any renewal maintenance on a Replacement license is charged on the basis of the Replacement license’s full list price, not the amount of any incremental license fee associated with the license transfer.

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Price List: In-country, local currency or International USD price lists must be used to execute all transfers unless the Customer has a contractual option of making purchases off a different price list. The license transfer price and maintenance fees calculated by the License Transfer Worksheet shall be valid for 30 days.

Fees Required = Purchase Order Required: Similar to any order, PO requirements for license transfers are to follow the local, then current PO policy. Order Operations will validate the accuracy of the transfer request along with pricing and maintenance expiration dates included in the License Transfer Worksheet. Incomplete or incorrect worksheets will be returned unprocessed.

No Fees Required = E-mail Approval Required: When no fees are indicated by the License Transfer Worksheet or the fees are waived by discount approval, the partner must review the LTW and approve the transfer. The partner approval e-mail along with the attached License Transfer Worksheet (LTW) is sent to Order Operations for processing. This process may be used in lieu of a \$0 PO or Purchase Order Exception Form (POEF)

Please note that the email must contain the following end-user information:

1. “bill-to” address and contact
2. “ship-to” address and contact
3. E-mail address for electronic delivery
4. Licensee information if different from #2 above
5. Replacement license and Support SKUs
6. IB Reference

If a Channel Partner is involved, the Reseller company name, address, and contact information must also be provided and confirmed. In other words, this email must contain all the information that a PO would have otherwise provided in order for the transaction to be processed.

Transferred Wrong License: If after performing a license transfer, it was determined that the wrong license has been transferred, submit a separate License Transfer Worksheet to perform the transfer correctly. Do NOT try to process these errors using the RMA process as the old license will have been retired and cannot be restored.

Version Downgrades vs. Product Downgrades: This policy only applies to Product Downgrades and does not apply to migrating backwards to a previous version of a product.

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Key Definitions

Term	Definition
License Meter:	The means by which we price our products; the “per-x” metric (per-Server, User etc.).
List Price:	The then current applicable undiscounted local list price for each of the various Symantec products commercially available on the Price List.
Price List:	The complete list of all then commercially available Symantec products and corresponding prices, as of the date of the transfer or upgrade.
Certificate of Destruction (COD):	Customer signed document in which the Customer certifies they have destroyed and are no longer using a specific license.
Original License:	The Customer's previously purchased license.
Replacement License	The new license to which the Original license is being transferred.
Maintenance:	Symantec-branded or partner branded maintenance/support for the applicable product.
One-to-One:	Situation where one Original license is transferred to one Replacement license.
One-to-Many:	Situation where one Original license is transferred to two or more Replacement licenses. This applies only to Platform and Server / Processor Tier Transfers
Many-to-One	Situation where two or more Original licenses are transferred to one Replacement licenses. This applies only to Platform and Server / Processor Tier Transfers
Host	The physical hardware on which the Symantec software is installed.

Details & Exceptions

- A transfer request received within 45 days of purchase must be treated as an RMA request.
- Any transfer request received after 45 days of purchase but before payment has been received by the Customer may be processed only after the Customer has paid their invoice in full.
- If required, Certificates of Destruction and License Transfer Worksheets received in conjunction with a transfer via a channel partner must reference the partner's purchase order number for the associated licenses and maintenance to Symantec. Symantec may request other documentation as part of any transfer, as Symantec deems necessary for proper administration and enforcement.
- This policy does not cover license transfers of ownership from one legal entity to another. Please refer to the Symantec License Assignment Policy
- This policy does not cover relocation of licenses from one geographic location to another. Please refer to the Symantec Intra-Company License Relocation Policy
- The License Transfer Policy is not to be used in situations where a change in customer / company name is necessary due to a merger / acquisition or a divestiture. For this purpose, please refer to the Symantec License Assignment Policy.
- This policy does not cover Software Version Upgrades.
- This policy does not apply to Symantec Consumer products.
- This policy does not apply to Symantec “boxed” products for which no Maintenance contracts are sold. License transfers are not permitted for these products.
- The License Transfer Price and Maintenance Fees calculated by the License Transfer Worksheet shall be valid for a period of 30 days
- Platform Transfers from Storage Foundation Products on Linux to Storage Foundation products on Unix Operating Systems are only allowed on the per processor license meter.

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- Customers may not aggregate multiple point products on one meter, and transfer them to a bundled product, that includes the point products, on a different meter. For example, customers may not combine one Server-based Volume Manager License and one Server-based File System License and transfer them to one or multiple Processor-based Storage Foundation Licenses. These types of transfers are to be treated as cross-grades and by policy, cross-grades are 1:1 transfers.
- Intra-Database transfers for Storage Foundation Products (Oracle, DB2 and Sybase only) and APM Products (Sybase, Oracle and SQL) are allowed without the use of a cross-grade SKU provided that the only difference in the Original license and Replacement license is the database. For example, a License Transfer from Storage Foundation Oracle to Storage Foundation DB2 is allowed but a License Transfer to Storage Foundation Enterprise DB2 is not. These transfers should use the “Platform Transfer” type on the License Transfer Worksheet.
- Customers that purchased a license from a Sublicensing Distribution Partner, who is the license owner in Symantec’s records, and wish to perform a license transfer must request that the Partner perform the license transfer on behalf of the Customer.
- Site Licenses are understood to provide Customers with unusual flexibility. Site License Customers are able to deploy their product within the scope of their prepaid site license agreement at will, without additional request or license fee. During the deployment period of a site license, Customers cannot use this policy to transfer a site licensed product to an OS not expressly included in the scope of the Customer’s original site license contract. After expiration of the site license deployment period and any contractually priced optional maintenance period, all deployed, auditable licenses are eligible for this transfer policy.
 - NOTE: This prohibition against transfers during a site license contract’s term does not however affect site licenses contracts which expressly allow license transfers defined within the contract under a Symantec license program, such as Enterprise Flexible or similar, or which have specific license transfer terms approved to be part of the contract.
- Customers who purchased a NetBackup Library-based Tape Drive License for use in a virtual environment may be eligible to transfer to a NetBackup Virtual Tape Option License. This transfer requires e-mail approval from Symantec Product Management.
- Customers who purchased a Shared Storage Option (SSO) license to be used with the library-based tape drive licenses for virtual tape drives in a Virtual Tape Library (VTL) may be eligible to transfer to a NetBackup Virtual Tape Option License. This transfer requires e-mail approval from Symantec Product Management.

Please contact your Symantec Sales Representative for additional information, fees, and exact guidelines for your specific type of license transfer.

For additional information please call us or visit www.symantec.com

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