

Policy Document

THALES

Thales DIS CPL Global Renewals Policy

Document Purpose

The purpose of this document is to manage expectations on Thales Maintenance/Support Renewal Policy to our Channel Partners and Customers.

Table of Contents

Table of Contents	2
Scope	3
Introduction.....	4
Policy.....	5
1. Renewal Pricing	5
2. Renewal Notification Process	5
3. Channel Participation.....	5
4. Co-Termination	5
5. Purchase Information.....	5
6. Reinstating a Lapsed Support Plan(s).....	6
Definitions.....	7

Scope

The purpose of this global document is to establish policy for the renewal of Thales Support Plan offerings and provide effective internal/external practices for a consistent customer experience.

Maintenance of the following Support Plan offerings are covered by this policy:

- Standard Support
- Enhanced Support
- Premier Support

This policy establishes guidelines in the following key areas:

Maintenance Pricing: Information on Maintenance pricing as it applies to Thales current programs

Quoting & Notifying: Quotation/notification process for Thales Customers and Channel Partners

Co-Termination: Information on aligning multiple Support Plan agreements to a single renewal date

Purchase Information: Proof of purchase, Maintenance/Support duration, and part number guidelines

Reinstating Lapsed Maintenance/Support: Procedures to reinstate Maintenance/Support

This policy does not apply to:

Subscription (Cloud) based products. Please contact your Thales Sales Rep for further details.

Introduction

Thales Support Plans help to protect and maximize a customer's products/software investment. Support Plan offerings vary but typically include access to minor upgrades, patches, delivery of bug fixes, etc. For customers to continue accessing these benefits, Support Plans should be **renewed** on time:

Perpetual: Many Thales products are licensed on a perpetual basis. Corresponding Support Plans for perpetual products/software are sold on a fixed-term basis (e.g., typically in twelve (12), twenty-four (24), or thirty-six (36) month increments, renewable thereafter).

The initial purchase of a Support Plan for products is referred to as "New Maintenance/Support". Support Plans that are purchased after the initial New Maintenance/Support is referred to as a "Renewal". The Support Plan term that is purchased will be identified on your Support Certificate. Support Plan agreements should be renewed **before** the expiration of the existing term to avoid access interruption to Support Plan benefits and any reinstatement fee charges.

Support offerings	Premier	Enhanced	Standard	Original Warranty
TERM	1 Year, Renewable	1 Year, Renewable	1 Year, Renewable	1 year
Hours of Coverage	24 x 7 x 365 coverage	24 x 7 x 365 coverage	8 x 5 regional business hours only*	8 x 5 regional business hours only*
Target 1st Response	<ul style="list-style-type: none"> • 30 Minutes for Critical issues • 4 Hours for high issues 	<ul style="list-style-type: none"> • 1 Hour for Critical issues • 4 hours for High issues 	8 Business Hours	24 Hours
Web / Portal Access	Portal and Phone Support	Portal and Phone Support	Portal and Phone Support	Portal Support Only
Additional Support Options	<ul style="list-style-type: none"> • Account reporting and management • 2 Certification Credits • Option to purchase a Named Engineer Program 			
EQUIPMENT REPLACEMENT**	Next Business Day advanced shipment after RMA and service entitlement verification***	Next Business Day advanced shipment after RMA and service entitlement verification***	20-business-day replacement (Receipt to Shipment)**	20-business-day replacement (Receipt to Shipment)**
FIRMWARE, MINOR UPDATES, AND PATCHES	All updates available at no charge	All updates available at no charge	All updates available at no charge	Not available
UPDATES FOR STAND-ALONE SOFTWARE	All updates available at no charge	All updates available at no charge	<ul style="list-style-type: none"> • No charge for minor releases • Discounts toward major releases 	Not available

Policy

1. Renewal Pricing

Support Plans for products/software should be renewed using the appropriate renewal part number(s) for the offering being purchased. Renewal pricing and currency are determined by the most current Thales price book guidelines. Price books may vary per Geo/Region.

2. Renewal Notification Process

Thales uses various methods to notify Customers of their upcoming Support Plan renewal(s). The quoting, notification process and delivery method of an upcoming renewal(s) may vary according to Geo/region.

Thales intends to prepare a Support Plan renewal within sixty to ninety (60-90) days prior to a Customer's upcoming Maintenance/Support renewal to the incumbent partner. Thales will prepare a Support Plan renewal quote(s)/notification(s) and deliver them either directly to the Channel Partner, or in some cases, the End User's direct. Support Plan renewal notifications and quotes will contain all of the pertinent information (e.g. product, price, quantity, start/end date, serial number, etc.). Pricing aside, the information provided by Thales must be included on every quote in its entirety.

3. Channel Participation

An authorized Partner is entitled to re-sell Thales branded Support Plan renewals under its existing contract and/or applicable Thales Partner programs.

3.1 Channel Responsibilities: A Partner should contact End Users directly and early during the 60-90 day period before the particular End Users Support Plan expires. If a Partner is unsuccessful in renewing an End Users Support Plan before the support End Date, Thales then reserves the right to arrange for the Support Plan renewal to be conducted through an alternative source or channel. Regional variations may apply.

3.2 Pricing: Please refer to the latest Channel Partner Program document. Regional pricing and policies may vary.

4. Co-Termination

When an End User has multiple Support Plan agreements with varying 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".

5. Purchase Information

5.1 In certain circumstances, Thales may require proof of purchase of the original product/software and associated Maintenance/Support to determine eligibility and enable processing of all Maintenance/Support renewal orders. The Service Contract number or in some cases, the serial number is the preferred Proof of Purchase. Thales reserves the right to accept/reject maintenance renewals for any faulty units without valid maintenance/support entitlement.

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- 5.2 Support Plan Term:** Customers must purchase a minimum (12) twelve months renewal. Thales reserves the right to apply an administration fee for renewals less than (12) months.
 - 5.3 Multi-year Renewals:** Subject to general availability and Thales' End of Life Policy, Customers may purchase a multi-year Renewal Term.
 - 5.4 Support Plan Renewals – Part Number Guidelines:** To ensure renewals are processed correctly and to retain accurate ongoing installed base reports for future renewals, the correct Maintenance Part Numbers must be used for all Maintenance/Support Renewal orders per the current Thales Consolidated Price Book. **Renewal orders submitted using incorrect Part Numbers will be rejected.**
 - 5.5 Support Level (Upgrades/Downgrades):** Please contact your Renewal Sales team for Service Level upgrades (Quotation). Service Level downgrades are not allowed within the existing term.
 - 5.6 Cancellation of a Support Plan:** Thales has a non-cancellation/refund policy per Thales' current Support & Maintenance policy (<https://cpl.thalesgroup.com/legal>)

6. Reinstating a Lapsed Support Plan(s)

- 6.1** Customers that allow their Support Plan agreement to lapse will automatically lose their entitlements to their Support Plan benefits including:
 - 6.1.1** Access to Thales Technical Support
 - 6.1.2** Ability to RMA products
 - 6.1.3** Access to bug fixes and patches that are only made generally available to subscribing Support Plan Customers
- 6.2** Where a Customer has allowed its Support Plan agreement to expire (lapse) and later wishes to renew Support, Thales reserves the right to require the Customer to reinstate its Support Plan following the process below:
 - 6.2.1** Pursuant to the Thales Global Support Terms & Conditions:

In the event Support Services expire or are otherwise terminated (i) any reinstatement of Support Services shall be purchased to cover the lapsed Support Services since expiration or cancelation, and must be renewed until the Support Services is current; and (ii) a reinstatement fee of 20% of the list price shall be charged by Thales to Purchaser or the Authorized Partner.

Note: Reinstatement fees are assessed to the bill-to party (paying entity) as part of the renewal.

Definitions

Terms	Definitions
Co-Termination	Process of aligning multiple Maintenance/Support end dates to a single common end date thereby enabling easier renewal management.
Start Date	The date on which the Customer's Maintenance/Support plan starts.
End Date	The date on which the Customer's Maintenance/Support plan expires.
End of Life (EOL)	End of Life – Product or Service may no longer be purchased or supported. Software is typically not identified as having gone end of life. Customers may continue to use software that is no longer offered for sale if it meets their business needs. The software in this particular phase is considered “unsupported.”
Support Plan	Maintenance or technical support provided per entitlement according to the applicable Support Plan agreement
Lapsed Maintenance/Support	A Support Plan agreement that has expired and is not covered against any Support Plan
Reinstatement Fee	A fee applied to an expired and/or lapsed Maintenance/Support agreement.
Renewal	A Maintenance/Support period following either New Maintenance/Support or other subsequent Renewal agreements.
Maintenance Contract Number	An identification number assigned by Thales that references each Maintenance Support plan. The Maintenance Contract number is commonly used on a quote, invoice, entitlement validation, etc.
Renewal Quote	A formal pricing document stating a quoted price for a specific period for a Maintenance/Support offering.
Partner	A company such as a Reseller or a Distributor that sells Thales products and services.
End User	A person or company that ultimately ends up utilizing the finished product or service.