

▶ SUPPORT TERMS

The purchase of Commvault Software does not obligate Commvault and/or its licensors to provide any maintenance and support services or to support any Software provided as part of those services. If support services are provided, they shall be provided in accordance with Commvault's then current Global Technical Support Guide, and as such may be amended from time to time.

If a customer elects to purchase maintenance and support services, those maintenance and support services shall be purchased for all of the licensed Commvault Software in a Customer's entire environment and at the same level. Such maintenance and support services shall begin on the date Software is shipped from Commvault.

All updates, enhancements, maintenance releases, bug fixes, or other modifications to the Software provided to Customers shall be governed by the terms and conditions, including the limited warranty, exclusive remedies and limitations of liability provisions, contained in the then current Commvault End User License and Limited Warranty Agreement ("EULA").

If the Customer chooses not to purchase Commvault maintenance and support on its initial purchase or does not renew maintenance and support upon expiration of its existing term, Customer will forfeit access to telephone and web support, updates, enhancements, maintenance releases, bug fixes, or other modifications, and will not have access to new versions of the Commvault software, when and if it becomes available, even if it became available prior to the termination of the maintenance and support.

If the Customer then elects to enroll in Commvault maintenance and support within 3 months of the initial Software purchase or expiration of its maintenance and support term, the Customer shall pay for maintenance and support retroactive to the date of the initial Software order or expiration of the prior term.

If the Customer elects to enroll in Commvault maintenance and support more than 3 months after initial Software purchase or expiration of its maintenance and support term, the Customer shall pay Commvault the equivalent of one hundred and twenty five percent of annual maintenance and support cost and the Customer's maintenance and support term will have an effective date on the date of the purchase of the maintenance and support.

If the Customer requests to remove licenses from their configuration, Commvault reserves the right to calculate annual maintenance and support based on the list price of Software remaining in the configuration, and at the standard rates. Customer shall permanently forfeit the non-supported licenses and if the forfeited licenses are needed, they must be repurchased with applicable maintenance and support at the then current Commvault prices.