



## Global Returns, Cancellations, Terminations & Credits Policy

Effective Date: December 10, 2024

Last Updated: December 10, 2024

### Scope

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This policy ("**RCTC Policy**") provides the guidelines governing Returns, Cancellations, Terminations, & Credits relating to Arctera products and services. Failure to comply with this policy will result in the immediate rejection of requests.

### Policy Statement

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Arctera does not accept returns of ordered product, or cancellations/terminations of a committed order, active service, or payment obligation, nor does Arctera provide credits, except under the following situations, with approval.

- **Arctera Order Errors.** Order processing errors made on a fulfilled purchase order (e.g. incorrect product, quantity, platform, etc.) that has been brought to Arctera's attention within 45 days of the invoice date.
- **Warranty.** Claims validly based on a warranty in the Arctera contract terms, submitted within the relevant contractual warranty period where repair, replace or reperformance remedies have been determined infeasible by the relevant technical owners. (Includes hardware "DOA" and Damage issues)
- **Contract.** Other rights of termination, cancellation, return, or credit under the end-user or partner contract terms, including Arctera- initiated termination based on non-compliance or breach by the other party (Includes contractual rights to cancel (avoid) an autorenewal, or claim service credits based on contractual SLAs, or to return an appliance under Try and Buy).
- **Hardware/ Appliance.** Try and Buy Return.
- **AR Credits.** Credit issued outside a normal return/termination/cancellation scenario, such as credits issued to resolve invoice disputes



## **Additional Considerations**

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### **On-Premise Software License Products**

- When a software license entitlement is returned, or cancelled/replaced, the right to use these licenses is terminated with immediate effect. All use must cease.

### **Support and Maintenance Services**

- *Linked Support:*
  - An approved return or cancellation/termination of a term-limited (Subscription) license automatically terminates its associated bundled software support.
  - Support and Maintenance associated with a perpetual license or hardware product (which has been approved for return or cancellation/termination) may also be considered for return or cancellation/termination.

### **Professional Services**

- Cancellation of undelivered (booked not billed) services for which Arctera has not yet commenced service
- If a customer is allowed to cancel/terminate Services, it must still pay any sums accrued before the cancellation/termination, including expenses, time and material costs incurred or expended by Arctera. These will be immediately due on cancellation/termination, unless otherwise indicated in the End User Terms.

### **Hardware / Appliance Products**

- Appliance-specific use cases for allowable Return or Cancellation/Termination (non - Exceptions):
  - Warranty-based claims include DOA / Damaged, Defective Parts returns as well as exchanges or returns of defective appliances, subject to approvals.
  - Try and Buy Return, per the contract
- An international return will require additional approvals

### **Hosted Subscriptions**

- *Cancellations of Auto-renewal:* While cancellations/terminations are not normally allowed during the contracted term, non-renewal options are provided as standard business practice, to allow customers to avoid (cancel) upcoming auto-renewal.
  - See the offering's *Services Description* for standard notification requirements. Notification requirements may vary by solution.
- *Service Credits.* Some Arctera Hosted Subscription services may provide for explicit contractual SLAs, and a Service Credit remedy for failure to meet the contractual SLA. For such services, the customer may submit a Service Credit Request as set forth in its End User Terms.
- *Terminations* – where a customer is eligible to terminate their service, this is standard business practice and will not require approval



## Usage/Consumption Products and Services

- Usage/consumption cancellations/terminations may be considered only if allowed under the customer's End User Terms

## Exceptions

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Any returns, cancellations, termination & credits requests for reasons other than the reasons cited in the Policy Statement, may be considered on a case-by-case basis, and are subject to pre-approvals.

## Definitions

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Terms	Definitions
AR Credit	Any credit memo issued to resolve invoice queries/settle disputes outside of a Return scenario
Cancellation/Termination	Cancellation or Termination of any ordered product and/or any service contract or service
Credit	Where applicable, Arctera provides the bill-to customer with a credit memo value or money refund, as chosen by Arctera, if Return, Cancellation, Termination with Credit is approved
Damaged	Assigned to Hardware/ Appliance return, means upon arrival to customer, Hardware/ Appliance is physically damaged due to mishandling or transport. Remedy is to be determined.
End User Terms	Relevant Arctera terms and conditions in place between Arctera and the party granted use of the Product, and/or performance of the Professional Service, Maintenance/Support, or Hosted Service
Gross Value of Return	Full Arctera-invoiced value of product or service listed on the Return, Cancellation, Termination Request and validated against the customer's invoice and order
Hardware DOA aka Warranty DOA	Assigned to Hardware/ Appliance return, means Dead on Arrival (DOA) whereby Hardware/ Appliance fails to operate at time of delivery. Replacement Hardware/ Appliance is ordered to remedy the problem. The Hardware/ Appliance failure is returned to Arctera.
Hardware/Appliance	The physical hardware portion of a Arctera appliance, not including the separately priced Arctera application software license
Product	A Arctera solution other than a professional or hosted service or support (such as software license, appliance / hardware)
Professional Services	Services such as consulting, education, and managed services, but excluding Arctera Hosted Service



Replacement Order	A new order that replaces the original order
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Terms	Definitions
Return	Return of any fulfilled product whether delivered electronically or physically
Return, Cancellation, Termination, Credit Request	Formal request from a customer, partner, or sales representative for a return or cancellation/termination of, or a credit against, a fulfilled order
Service Level Agreement (SLA)	Defines performance targets for certain services Arctera provides a customer (e.g. availability of certain Hosted Services)
Software Subscriptions	Use of Arctera software on a term-limited basis delivered as a customer-installed license
Try & Buy Return	Assigned to Hardware/ Appliance return, means Customer has decided not to purchase Hardware/ Appliance within prescribed time period per agreement. The Hardware/ Appliance is returned to Arctera.
Warranty	The Arctera-issued written assurance regarding a Arctera Product, Support, Professional Service or Hosted Service, defining our commitments concerning each such solution. Warranties have defined remedies including repair, reperformance, replacement, or ultimately refund, depending on the End User Terms and negotiation.



## Appendix 1: Operational Considerations

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### **Return, Cancellation, Termination, Credit Request Requirements**

A Return, Cancellation, Termination or credit request must be submitted with at least the minimum data listed below. This data is mandatory. Failure to supply this data will result in the immediate rejection of the request and notification to the requestor.

- Bill To Name and Customer Number
- End User Name
- Partner/Reseller Name (if applicable)
- Requester Name, Email Address, and Phone Number
- Purchase Order Number
- Sales Order Number
- Return, Cancellation, Termination, Credit Reason
- Return, Cancellation, Termination, Credit Explanation
- SKU / Part Numbers Being Returned, Quantity, and Unit Price
- Total Price (Gross Value of Return)
- Service Contract Number (if applicable)
- If the returned/cancelled/terminated/credited order is being replaced with a new order, then the Replacement Purchase Order Number & total price (Gross Value) is required

### **Processing**

**For Returns/Cancellations/Terminations** - After the request has been validated and approved, the Arctera Order Management team will proceed with processing the return, cancellation, or termination. The customer or partner (requester) will be notified of the outcome when processing is complete.

### **Verification: Entitlements and Fulfillments**

Assuming a Return, Cancellation, Termination, Credit request has been successfully approved and processed, then the Order Management team will verify cancellation of any outstanding entitlements, certificates, and/or return of any physical goods.

### **Credits**

Assuming a Return, Cancellation, Termination, Credit request has been successfully approved and processed, then, when applicable, credits may be issued to the Bill To party.

### **Processing**

**For AR Credits/Invoice Disputes** - After the request has been validated and approved, the Arctera Credit & Collections team will proceed with processing the credit. The customer or partner (requester) will be notified of the outcome when processing is complete.