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*intuitive > manageability*

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## **Altiris AUP Policy**

**December 2006**

**Definitions:**

“**Update**” means a fix or compilation of fixes (e.g. service packs) released by Altiris for general distribution to its licensees to address such things as operational defects (program bugs) and regulatory issues, or to otherwise make changes as needed in the Altiris software.

“**Upgrade**” means any new version of an Altiris software product released for general distribution to its licensees that bears the same product name, including version changes evidenced by a number change immediately to the right or the left of the decimal (such as Product X 6.0 to 6.1 or Product X 6.0 to 7.0). Any question as to whether a product is an Upgrade or a new product will be resolved by reference to Altiris’ positioning of the product to its end user customers generally.

- Altiris refers to its software maintenance program as Annual Upgrade Protection or AUP. AUP is the program through which Altiris provides Updates and Upgrades for its software to its customers.
- Provided that a customer has paid all applicable fees for AUP, Altiris will provide the customer with any Updates and Upgrades for the customer’s licensed Altiris software that are released by Altiris for general distribution to Altiris’ other customers during the period for which the customer has purchased AUP.
- In order to receive Updates and Upgrades, a customer must register its software licenses with Altiris.
- Not all Altiris products currently licensed are eligible for AUP.
- Additional years of AUP coverage may be purchased with an original product license purchase or at anytime during the coverage period.
- Altiris does not guarantee that any Updates or Upgrades will be released during any specific period of time.
- Updates and Upgrades do not include (1) any computer programs licensed by Altiris as a product separate and apart from the software that a customer has licensed from Altiris or (2) any customizations intended for a specific customer.
- If an Upgrade contains a bug fix or the like that resolves an issue in a previous version of Altiris software, such fix may not be provided separately for the previous version of the software. Availability of such a fix for a previous version of the software is at Altiris’s sole discretion.
- AUP does not entitle a customer to any other versions of software that are developed for different platforms or different operating systems.
- Customers’ use of any Upgrade or Update is limited solely to replace the original or previous version of the Software product obtained by the customer pursuant to a valid license (“Original Product”). The software and all Updates and Upgrades are licensed as a single product and such Updates and Upgrades may not be separated from the software to exceed the scope of the customer’s original license. Altiris may require customers to complete an Altiris Upgrade form and/or otherwise provide proof of purchase of the Original Product.
- Some Updates, such as hot fixes, may be made available to all customers regardless of AUP status.
- AUP does not include any support services. Support services must be purchased separately.
- Customers who subscribe to AUP may obtain the latest product version by frequently visiting <http://www.altiris.com/support/updates/>.
- Altiris is not obligated to inform its customers when it releases Updates and Upgrades.
- A customer may discontinue AUP at any time without refund of any fees. If a customer later desires to re-activate AUP, Altiris may require the customer to pay the then-current re-activation fee.
- The annual AUP **end date** is 365 days from the AUP purchase date.
  - For example, if AUP is purchased on January 10, 2006, then AUP expires on January 9, 2007.
  - The AUP end date may change if customer elects to co-term AUP with an earlier AUP purchase or purchase additional years of AUP with an original license purchase.

ALTIRIS RESERVES THE RIGHT IN ITS SOLE DISCRETION TO MAKE CHANGES TO THIS  
AUP POLICY FROM TIME TO TIME.