Perpetual License FAQ

R1Soft no longer offers perpetual licenses.

PERPETUAL LICENSE

A perpetual software license is a type of software license that authorizes the license holder to use a program indefinitely. Generally, outside of termination, a perpetual software license will allow the license holder to use the specific version of a given software program continually under the payment of a single fee.

To ensure continual support for the specific version of the software purchased, the software provider may require the license holder to acquire a Maintenance Agreement, where the terms of support would be highlighted.

R1SOFT LICENSING

In our current state and form, R1Soft has moved towards a model of Subscription based Licensing. We have deprecated all of our older perpetual License SKUs i.e. we cannot sell Perpetual Licenses going ahead.

However, in our past, we did provide Perpetual Licenses to our customers and this document is to highlight that we do intend to fully service our responsibilities, as per the agreement that was signed. Thus, using this document, we intend to state our stand and what we believe, as per the signed contract is a suitable or unsuitable use of our Perpetual Licenses.

R1SOFT PERPETUAL LICENSING

To identify if you procured a Perpetual License of R1Soft, you can refer to the latest Purchase Order that was signed.

If you have purchased a Perpetual License of R1Soft, you would be entitled to use the R1Soft Software as per the terms and conditions mentioned in the Purchase Order and the End User License Agreement (EULA).

However, as is with any software product, we do not warrant that our Licensed Software will operate 100% error-free, although we do try our level best to ensure the product works without fault. To ensure the best use of our product, we provide product support and do tend to release product updates, from time to time. These services are covered under the Maintenance Agreement that we offer. Services provided under the Maintenance Agreement entitle the

Customer to receive, at no additional cost, all Product Updates and use of R1Soft's License Management Portal.

Product Update means any revision, enhancement, improvement or modification to or programming fix for the Licensed Software or Licensed Documentation which Company makes generally available, incorporates into and makes a part of the Licensed Software or Licensed Documentation and does not separately price or market.

License Management Portal refers to the portal provided by R1Soft, to manage Licenses purchased by a License holder.
By design, R1Soft Licenses act as a Pool of License Entitlements. Hence, if a user has made a purchase of a 100 licenses then that entitles them to protect 100 servers, the user can use these entitlement as per their requirement. The user can split the pool of 100 Licenses into 2 pools of 50 licenses to be used across 2 Server Backup Managers OR 4 sets of 25 or 1 set of 100. Each pool generates a License Key which can be used to activate a Server Backup Manager which is the Appliance Software provided by R1Soft.

NOTE: Maintenance is optional. So, the License Holder is entitled to use our R1Soft Software with a Perpetual License, even if they do not have an Active Maintenance Agreement. However, they will not be entitled to the privileges of our Support.

WHEN DO I NEED AN ACTIVE MAINTENANCE AGREEMENT?

Maintenance is not a compulsory requirement, if you have a perpetual License. The terms of our agreement allow the License holder to continue use of the specific version of our software, with a perpetual license. However, we do always advocate to our customers to keep Maintenance Agreements active, so that we can offer them timely product support, important product updates and the ability to effectively manage their Licenses.

An active Maintenance Agreement entitles the Customer to receive, at no additional cost, Maintenance Services and access to all of our Licensed Material including Product Updates and use of R1Soft's License Management Portal.

Without an active Maintenance Agreement, a License Holder would not be entitled to any Product Updates.
Any action by the License Holder to use an updated version of software, would hold that user in breach of agreement and be liable for immediate termination, as per the Terms and Conditions mentioned in the End User License Agreement.

Similarly, without an active Maintenance Agreement, the License Holder will lose their access to the License Management Portal and any ability that they had to manage their License Pool. As, such they will continue to have access to use their licenses, as they had defined, but will lose the ability to create and manage the pool of licenses as with an Active Maintenance Agreement.

Without an active Maintenance Agreement, users are not allowed to access to the License Management Portal. Hence, a perpetual license holder will be allowed to continue use of their Licenses, in the form they were when their active Maintenance Agreement lapsed. However, they will not be allowed to manage or modify their license pools post lapse.

NOTE: Even if you do have available Licenses, that are not allocated to a License Pool, when your Maintenance Agreement lapses, we will not be able to provide you support or have any mechanism to allow you to use those unassigned Licenses.

WHAT TO DO IF YOU HAVE A PERPETUAL LICENSE BUT NO MAINTENANCE?

We highly advocate that users that Perpetual License Holders keep their Maintenance Agreements active, however, it is not a compulsory requirement. If users are happy with the specific version of Software that were purchased and believe that there isn't a need for product updates, features or support, then they can continue to use the Software without concerns.

However, if the Maintenance Agreement of a Perpetual License Holder does lapse, then under the terms of the agreement, for re-instatement of the Maintenance Agreement, the following conditions will apply:

1. Reinstate Maintenance Agreement within one year of termination or lapse:
   If a customer would like to reinstate their Maintenance Agreement, and they are within a time period of 365 days from lapse/termination of their earlier Maintenance Agreement then they can do so by contacting their Account Manager at R1Soft. They will be liable to make a payment of then-current listed price of maintenance fees for the upcoming 365-day period of the Maintenance Agreement plus an amount equal to 150% of the maintenance fees that would have accrued during the period subsequent to such termination or lapse.

2. Reinstate Maintenance Agreement after one year of termination or lapse:
   For such customer, who would like to reinstate their Maintenance Agreement, but have a Maintenance Agreement that lapsed or was terminated over 365 days from the time they wish to reinstate, should reach out to your Account Manager at the earliest. For such customers, we would have to handle the scenario on a case to case basis.

   In general, we do recommend that our customers move to our current Subscription based Licensing model.