

LOYALTY

This document, including any attachments, referenced terms, and the information provided on this document (collectively, this "Certificate") is a legal agreement between the named end user receiving this Certificate (the "Customer"), and Veritas Technologies LLC and/or its subsidiaries ("Veritas"). This Certificate applies to the products and/or services identified in this Certificate (either on the front of this Certificate or in the entitlement details page of your account within the Veritas Licensing Portal).

For software products, this Certificate amends the Veritas end user license agreement (also known as the "EULA") between Customer and Veritas for the applicable Veritas software product(s) purchased (the "Software"). For the hardware associated with Veritas appliance hardware/software product(s) (collectively, the "Appliance"), this Certificate supplements the hardware warranty agreement included in the shipping materials for the Appliance. For service-based offerings including consulting, education, managed services and/or hosted or cloud-based services (collectively, "Services"), this Certificate supplements the applicable services terms preceding or following these terms and delivered or referenced elsewhere in this Certificate ("Services Terms"). Customer indicates its consent to the below terms and conditions by accessing, copying or using the Software, Appliance or Services, as applicable.

IF CUSTOMER DOES NOT AGREE TO THESE TERMS, THEN VERITAS IS UNWILLING TO LICENSE THE SOFTWARE OR PROVIDE THE APPLIANCE OR SERVICES TO CUSTOMER.

1. PERMISSION TO USE – SOFTWARE AND SERVICES. Veritas grants to Customer (a) the right to use the acquired Services in the quantities and during the applicable Service timeframes purchased and as set forth in the Services Terms, and (b) a nonexclusive, nontransferable license to make copies of and use the acquired quantity of each title of the Software and the related user documentation purchased, under the terms and conditions of the EULA, both (c) solely for Customer's own internal business purposes, within the country in which the Customer is located as indicated by the Customer's address set forth on the face of this Certificate (except as otherwise authorized by Veritas). In order to be authorized under this Certificate to (i) make copies of and use the Software and/or Services and/or (ii) purchase Appliances, Customer must meet certain eligibility requirements specified by Veritas in its sole discretion. Customer may allow consultant(s) or outsourcer(s) to use or access Customer's Software and/or Services to deliver dedicated services to Customer, so long as such use is consistent with Customer's own permitted scope of use, and is compliant with these terms.

2. COMPLIANT USE. Customer may make copies of the Software authorized under Section 1 above, in object code form only, only from a true, complete and correct copy of the Software and user documentation purchased from Veritas either directly or through an authorized channel partner. Customer may only use Services to the extent and within the scope, quantity or duration of use purchased, consistent with the applicable Services terms. An auditor, selected by Veritas and reasonably acceptable to Customer, may, upon reasonable notice and during normal business hours, but not more often than once each year, inspect Customer's records and deployment in order to confirm Customer's use of the Software and Services complies with this Certificate. Veritas shall bear the costs of any such audit, except where the audit demonstrates that the MSRP value of Customer's non-compliant usage exceeds five percent (5%) of the MSRP value of Customer's compliant deployments and use. In such case, in addition to purchasing appropriate entitlements for any overdeployed Software licenses and/or paying for any overuse of Services, Customer shall reimburse Veritas for the auditor's reasonable actual fees for such audit.

3. MAINTENANCE/SUPPORT. All Veritas maintenance/support offerings will be as described in the applicable support certificate, and delivered in accordance with Veritas's then-current standard policies and terms. Veritas reserves the right to require the purchase of minimum Veritas-designated levels of maintenance/support with the purchase of certain Veritas product offerings and/or purchases under certain buying programs.

4. RESOLD SOFTWARE, APPLIANCES AND/OR SERVICES. Veritas offers certain third party products and/or services on a resold basis, such as, separately licensed third party support for software, third-party service-based solutions, and/or third party technical assistance for a service-based solution (each, a "Third Party Resold Solution"). If this Certificate acts as a confirmation of the purchase of any such Third Party Resold Solution, the third party supplier's end user license agreement and/or services terms and services descriptions delivered or indicated as part of this Certificate, shall apply to such purchase.

5. ENTIRE AGREEMENT. This Certificate, any applicable Appliance or Services Terms, the Veritas EULA, and any contract signed between the parties under which Customer's order is placed, as identified by the Veritas Agreement Number indicated on this Certificate (collectively, this "Agreement") constitute the entire agreement between Veritas and Customer regarding the subject matter of this Certificate. This Agreement supersedes any and all written or oral agreements with respect to such subject matter.