VERITAS SOFTWARE LICENSE AGREEMENT

VERITAS TECHNOLOGIES LLC AND/OR ITS AFFILIATES ("VERITAS") IS WILLING TO LICENSE THE LICENSED SOFTWARE TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE LICENSED SOFTWARE (REFERRED BELOW AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS VERITAS SOFTWARE LICENSE AGREEMENT AND THE PRODUCT USE RIGHTS SUPPLEMENT (AS DEFINED BELOW) (COLLECTIVELY, THE "LICENSE AGREEMENT"). READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE USING THE LICENSED SOFTWARE. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND VERITAS. BY OPENING THE LICENSED SOFTWARE PACKAGE, BREAKING THE LICENSED SOFTWARE SEAL, CLICKING THE "I AGREE" OR "YES" BUTTON, OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR LOADING THE LICENSED SOFTWARE OR OTHERWISE USING THE LICENSED SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE "I DO NOT AGREE" OR "NO" BUTTON OR OTHERWISE INDICATE REFUSAL AND MAKE NO FURTHER USE OF THE LICENSED SOFTWARE. UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS WILL HAVE THE MEANING GIVEN IN THE "DEFINITIONS" SECTION OF THIS LICENSE AGREEMENT AND SUCH CAPITALIZED TERMS MAY BE USED IN THE SINGULAR OR IN THE PLURAL, AS THE CONTEXT REQUIRES.

1. DEFINITIONS.

"Collected Data" means certain information which Veritas may collect, retain, disclose and use in connection with Your use of the Licensed Software and may include, but is not limited to, personally identifiable information about You, Your employees, agents or contractors acting on Your behalf, Your devices or systems or Your Licensed Software usage.

"Content Updates" means content used by certain Veritas products which is updated from time to time, including but not limited to: updated anti-spyware definitions for anti-spyware products; updated antispam rules for antispam products; updated virus definitions for antivirus and crimeware products; updated URL lists for content filtering and antiphishing products; updated firewall rules for firewall products; updated intrusion detection data for intrusion detection products; updated lists of authenticated web pages for website authentication products; updated policy compliance rules for policy compliance products; and updated vulnerability signatures for vulnerability assessment products.

"Documentation" means the user documentation Veritas provides with the Licensed Software.

"License Instrument" means one or more of the following applicable documents which further defines Your license rights to the Licensed Software: a Veritas license certificate or a similar license document issued by Veritas, or a written agreement between You and Veritas, that accompanies, precedes or follows this License Agreement.

"Licensed Software" means the Veritas software product, in object code form, accompanying this License Agreement, including any Documentation included in, or provided for use with, such software or that accompanies this License Agreement.

"Product Use Rights" means usage rights, restrictions and terms set forth in the Product Use Rights Supplement.

"Product Use Rights Supplement" means the document which provides usage rights, restrictions and terms specific to the Licensed Software which may be found at or accessed through https://www.veritas.com/about/legal/license-agreements. Such Product Use Rights Supplement is incorporated herein by reference and is an integral part of this License Agreement.

"Support Certificate" means the certificate sent by Veritas confirming Your purchase of the applicable Veritas maintenance/support for the Licensed Software.

"Upgrade" means any version of the Licensed Software that has been made generally available and which replaces the prior version of the Licensed Software on Veritas’ price list pursuant to Veritas’ then-current upgrade policies.

"Update" means an update, fix or patch to the Licensed Software.

"Use Level" means the license use meter or model (which may include operating system, hardware system, application or machine tier limitations, if applicable) by which Veritas measures, prices and licenses the right to use the Licensed Software, in effect at the time an order is placed for such Licensed Software, as indicated in this License Agreement and the applicable License Instrument.

2. LICENSE GRANT. Subject to Your compliance with the terms and conditions of this License Agreement, Veritas grants to You the following rights: (i) a non-exclusive, non-transferable (except as stated otherwise in Section 18.1) license to use the Licensed Software solely in support of Your internal business operations in the quantities and at the Use Levels described in this License Agreement, including the applicable Product Use Rights, and the applicable License Instrument; and (ii) the right to make a single uninstalled copy of the Licensed Software for archival purposes which You may use and install for disaster-recovery purposes (i.e. where the primary installation of the Licensed Software becomes unavailable for use). You may exercise Your rights through consultant(s) and outsourcer(s) (“Consultants”) in order to deliver services to You, provided You ensure Your Consultants adhere to the terms of this License Agreement, and You assume full responsibility for the actions of Your Consultants in connection with such use.

2.1 TERM. The term of the Licensed Software license granted under this License Agreement shall be perpetual (subject to Section 16) unless stated otherwise in the Product Use Rights Supplement or unless You have obtained the Licensed Software on a non-perpetual basis, such as, under a subscription or term-based license, for the period of time indicated on the applicable License Instrument. If You have obtained the Licensed Software on a non-perpetual basis, Your rights to use such Licensed Software shall end on the applicable end date as indicated on the applicable License Instrument and You shall cease use of the Licensed Software as of such applicable end date.

3. LICENSE RESTRICTIONS. You may not, without Veritas’ prior written consent, conduct, cause or permit the: (i) use, copying, modification, rental, lease, sublease, sublicense, or transfer of the Licensed Software except as expressly provided in
this License Agreement; (ii) creation of any derivative works based on the Licensed Software; (iii) reverse engineering, disassembly, or decompiling of the Licensed Software (except that You may decompile the Licensed Software for the purposes of interoperability only to the extent permitted by and subject to strict compliance under applicable law); (iv) use of the Licensed Software in connection with service bureau, facility management, timeshare, service provider or like activity whereby You operate or use the Licensed Software for the benefit of a third party; (v) use of the Licensed Software by any party other than You or Your Consultants; (vi) use of a later version of the Licensed Software other than the version that accompanies this License Agreement unless You have separately acquired the right to use such later version through a License Instrument or Support Certificate; nor (vii) use of the Licensed Software above the quantity and Use Level that have been licensed to You under this License Agreement or the applicable License Instrument.

4. OWNERSHIP/TITLE. The Licensed Software is the proprietary property of Veritas or its licensors and is protected by copyright law. Veritas and its licensors retain any and all rights, title and interest in and to the Licensed Software, including in all copies, improvements, enhancements, modifications and derivative works of the Licensed Software. Your rights to use the Licensed Software shall be limited to those expressly granted in this License Agreement. All rights not expressly granted to You are retained by Veritas and/or its licensors.

5. CONTENT UPDATES. If You purchase a Veritas maintenance/support offering consisting of or including Content Updates, as indicated on Your Support Certificate, You are granted the right to use, as part of the Licensed Software, such Content Updates as and when they are made generally available to Veritas’ end user customers who have purchased such maintenance/support offering and for such period of time as indicated on the face of the applicable Support Certificate. This License Agreement does not otherwise permit You to obtain and use Content Updates.

6. UPGRADES/CROSS-GRADES; UPDATES. Veritas reserves the right to require that any Upgrades (if any) of the Licensed Software may only be obtained in a quantity equal to the number indicated on the applicable License Instrument. An Upgrade to an existing license shall not be deemed to increase the number of licenses which You are authorized to use. Additionally, if You upgrade a Licensed Software license, or purchase a Licensed Software license listed on the applicable License Instrument to cross-grade an existing license (i.e. to increase its functionality, and/or transfer it to a new operating system, hardware tier or licensing meter), then Veritas issues the applicable License Instrument based on the understanding that You agree to cease using the license which was replaced. Any such license upgrade or cross-grade is provided under Veritas’ policies in effect at the time of order. This License Agreement does not separately license You for additional licenses beyond those which You have purchased, and which have been authorized by Veritas as indicated on the applicable License Instrument. Upgrades and Updates shall be subject to any terms and conditions provided with such Upgrades and Updates. If no terms and conditions are provided, then Upgrades and Updates are subject to this License Agreement.

7. LIMITED WARRANTY.

7.1. MEDIA WARRANTY. If Veritas provides the Licensed Software to You on tangible media, Veritas warrants that the magnetic media upon which the Licensed Software is recorded will not be defective under normal use, for a period of ninety (90) days from delivery. Veritas will replace any defective media returned to Veritas within the warranty period at no charge to You. The above warranty is applicable in the event the Licensed Software media becomes defective due to unauthorized use of the Licensed Software. THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR VERITAS’ BREACH OF THIS WARRANTY.

7.2. PERFORMANCE WARRANTY. Veritas warrants that the Licensed Software, as delivered by Veritas and when used in accordance with the Documentation, will substantially conform to the Documentation for a period of ninety (90) days from delivery. If the Licensed Software does not comply with this warranty and such non-compliance is reported by You to Veritas within the ninety (90) day warranty period, Veritas will do one of the following, selected at Veritas’ reasonable discretion: either (i) repair the Licensed Software, (ii) replace theLicensed Software with software of substantially the same functionality, or (iii) terminate this License Agreement and refund the relevant license fees paid for such non-compliant Licensed Software. The above warranty specifically excludes defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication. THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR VERITAS’ BREACH OF THIS WARRANTY.

8. WARRANTY DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN SECTIONS 7.1 AND 7.2 ARE YOUR EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. VERITAS MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE LICENSED SOFTWARE, CONTENT UPDATES, UPDATES OR UPGRADES WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE LICENSED SOFTWARE, CONTENT UPDATES, UPDATES, AND UPGRADES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE, OR COUNTRY TO COUNTRY.

9. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL VERITAS OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO YOU FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS LICENSE AGREEMENT, EVEN IF VERITAS OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS HAS BEEN ADVISED SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL VERITAS’ LIABILITY EXCEED THE FEES YOU PAID FOR THE LICENSED SOFTWARE GIVING RISE TO THE CLAIM. NOTHING IN THIS AGREEMENT SHALL
OPERATE SO AS TO EXCLUDE OR LIMIT VERITAS' LIABILITY TO YOU FOR DEATH OR PERSONAL INJURY ARISING OUT OF NEGLIGENCE OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW. THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER OR NOT YOU ACCEPT THE LICENSED SOFTWARE, CONTENT UPDATES, UPDATES OR UPGRADES.

10. **MAINTENANCE/SUPPORT.** Veritas has no obligation under this License Agreement to provide maintenance/support for the Licensed Software. Any maintenance/support purchased for the Licensed Software is subject to Veritas’ then-current maintenance/support policies.

11. **SOFTWARE EVALUATION.** If the Licensed Software is provided to You for evaluation purposes and You have an evaluation agreement with Veritas for the Licensed Software, Your rights to evaluate the Licensed Software will be pursuant to the terms of such evaluation agreement. If You do not have an evaluation agreement with Veritas for the Licensed Software and if You are provided the Licensed Software for evaluation purposes, the following terms and conditions shall apply. Veritas grants to You a nonexclusive, temporary, royalty-free, non-assignable license to use the Licensed Software solely for internal non-production evaluation subject to the applicable Product Use Rights. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period, if an evaluation period is pre-determined in the Licensed Software or (ii) sixty (60) days from the date of Your initial installation of the Licensed Software, if no such evaluation period is pre-determined in the Licensed Software (“Evaluation Period”). The Licensed Software may not be transferred and is provided “AS IS” without warranty of any kind. You are solely responsible to take appropriate measures to back up Your system and take other measures to prevent any loss of files or data. The Licensed Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Licensed Software Evaluation Period, You will cease use of the Licensed Software and destroy all copies of the Licensed Software. All other terms and conditions of this License Agreement shall otherwise apply to Your evaluation of the Licensed Software as permitted herein.

12. **U.S. GOVERNMENT COMMERCIAL LICENSE RIGHTS.** This Section 12 applies only to U.S. Government entities. The Licensed Software is deemed to be commercial computer software as defined in FAR 12.212. Any use, modification, reproduction release, performance, display or disclosure of the Licensed Software by the U.S. Government shall be solely in accordance with the terms of this License Agreement, and except as otherwise explicitly stated in this License Agreement all provisions of this License Agreement shall apply to the U.S. Government.

13. **EXPORT REGULATION.** The export or re-export of the Licensed Software and related technical data and services (collectively “Controlled Technology”) is subject to applicable export laws and regulations including, but not limited to, the U.S. Export Administration Regulations, the European Union Council Regulations, and the Singapore Strategic Goods Control Act. The export or re-export of Controlled Technology in violation of the foregoing laws and regulations is strictly prohibited. Controlled Technology may also be subject to various import, distribution and/or use restrictions requiring action on Your behalf prior to use of the Controlled Technology. Controlled Technology is prohibited for export or re-export to Cuba, North Korea, Iran, Syria, Sudan, the Crimea Region of Ukraine and to any other country or region subject to relevant trade sanctions. Controlled Technology is further prohibited for export or re-export to any person or entity named on relevant lists maintained by the U.S. government (including, but not limited to, lists published by the U.S. Department of Commerce, the U.S. Department of State, and the U.S. Department of Treasury), in addition to lists published by the authorities in applicable foreign jurisdictions. You may not export any Controlled Technology for use in connection with chemical, biological, or nuclear weapons or missiles capable of delivering such weapons. Furthermore, You may not export any Controlled Technology to any military entity, or to any other entity for any military purpose, unless subject to a valid license specifically permitting such export. You agree to comply with all applicable export or import control laws and regulations, and You represent that You are not under the control of, located in, or a resident or national of any prohibited country or region and are not a prohibited person or entity.

14. **DATA COLLECTION.** Veritas collects and uses Collected Data to enable, optimize and provide the Licensed Software, Updates and Upgrades, and/or maintenance/support to You (and may engage third parties to do so as well), to administer and enforce its license agreements with You, to make recommendations regarding usage of the Licensed Software and other Veritas solutions, and/or to improve Veritas’ products and services in general, including by reviewing aggregate data for statistical analyses. By installing and/or using the Licensed Software (including Updates and Upgrades), You agree that Veritas may, and You have obtained all the necessary consents and rights for Veritas to, collect, use, retain, disclose and/or process Collected Data for the purposes described in this License Agreement and in the applicable Veritas product privacy notices at: https://www.veritas.com/privacy. Please note that the use of the Licensed Software may be subject to data protection laws or regulations in certain jurisdictions. You are responsible for ensuring that Your use of the Licensed Software is in accordance with such laws or regulations.

15. **CONFIDENTIAL INFORMATION.** You may have access to information that is confidential to Veritas (“Confidential Information”) under this License Agreement. Confidential Information is limited to the Licensed Software, the terms and pricing for the Licensed Software, and any other information clearly identified as confidential. You will hold Veritas' Confidential Information in confidence and will not disclose the Confidential Information to any third party. You will use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as You use to protect Your own confidential information of a like nature. You will use the Confidential Information only as needed to exercise the licenses granted under this License Agreement. Confidential Information does not include any information that: (a) was rightfully in the possession of, or was known by, a party prior to its receipt from the other party, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without violation of this License Agreement; (c) is rightfully obtained by a party from a third party, without an obligation to keep such information confidential; or (d) is independently developed by a party. You may disclose Confidential Information as required by law or court order, provided You notify Veritas in writing of the requirement for disclosure in advance, and only disclose as much of the Confidential Information as is required by law.

GLB EULA v.4.0_STD_ENGLISH_Nov2018
16. **TERMINATION.** This License Agreement shall terminate upon Your breach of any term contained herein. Upon termination, You shall immediately stop using and destroy all copies of the Licensed Software.

17. **SURVIVAL.** The following provisions of this License Agreement survive termination of this License Agreement: Definitions, License Restrictions and any other restrictions on use of intellectual property, Ownership/Title, Warranty Disclaimers, Limitation of Liability, U.S. Government Commercial License Rights, Export Regulation, Data Collection, Confidential Information, Survival, and General.

18. **GENERAL.**

18.1. **ASSIGNMENT.** You may not assign the rights granted hereunder or this License Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Veritas’ prior express written consent. Veritas may assign this License Agreement to any party.

18.2. **COMPLIANCE WITH APPLICABLE LAW.** You are solely responsible for Your compliance with, and You agree to comply with, all applicable laws, rules, and regulations in connection with Your use of the Licensed Software.

18.3. **AUDIT.** Veritas may audit Your use of the Licensed Software to verify Your usage complies with Your license agreements with Veritas, including without limitation through collection and use of Collected Data, self-certifications, on-site audits and/or audits done using a third party auditor. On-site audits will be done upon reasonable notice and during normal business hours, but not more often than once each year. You shall pay Veritas for any unauthorized deployments of Licensed Software disclosed by the audit. License fees for such over deployments will be invoiced to and paid by You at the undiscounted license list price in effect as of the audit completion date (“List Price”), unless otherwise mutually agreed. Veritas shall bear the costs of any such audit, except where the audit demonstrates that the List Price value of Your non-compliant usage exceeds five percent (5%) of the List Price value of Your compliant deployments. In such case, in addition to purchasing appropriate licenses for any over-deployed Licensed Software, You shall reimburse Veritas for the fees for the audit.

18.4. **GOVERNING LAW; SEVERABILITY; WAIVER.** If You are located in North America or Latin America, this License Agreement will be governed by the laws of the State of California, United States of America. If You are located in China, this License Agreement will be governed by the laws of the People’s Republic of China. Otherwise, this License Agreement will be governed by the laws of England and Wales. Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. If any provision of this License Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this License Agreement shall remain in full force and effect. A waiver of any breach or default under this License Agreement shall not constitute a waiver of any other subsequent breach or default.

18.5. **THIRD PARTY PROGRAMS.** This Licensed Software may contain third party software programs (“Third Party Programs”) that are available under open source or free software licenses. This License Agreement does not alter any rights or obligations You may have under those open source or free software licenses. Notwithstanding anything to the contrary contained in such licenses, the disclaimer of warranties and the limitation of liability provisions in this License Agreement shall apply to such Third Party Programs.

18.6. **CUSTOMER SERVICE.** Should You have any questions concerning this License Agreement, or if You desire to contact Veritas for any reason, please write to: (i) Veritas Technologies LLC, 2625 Augustine Drive, Santa Clara, California 95054, U.S.A., (ii) Veritas Technologies LLC, 350 Brook Drive, Reading, Berkshire RG2 6UH, United Kingdom, (iii) Veritas Technologies LLC, Tsinghua Science Park Bldg. 1, No. 1 Zhongguancun East Road, Suite 601 Tower B, Innovation Plaza, Beijing, Haidian District 100084, China.

18.7. **ENTIRE AGREEMENT.** This License Agreement and any related License Instrument are the complete and exclusive agreement between You and Veritas relating to the Licensed Software and supersede any previous or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter. This License Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by You, even if signed and returned. This License Agreement may only be modified by a License Instrument that accompanies or follows this License Agreement.