



Master Terms

These Veritas Master Terms ("Master Terms") are part of the Agreement between You and Veritas. For the purposes of these Master Terms, "Veritas" or "We" means Veritas Technologies LLC and/or its subsidiaries, and the terms "You", "Your" or "Customer" refer to the entity or organization identified as the owner of the entitlements acquired under an order placed under the Agreement. You and Veritas may each also be referred to as a "Party" and together, the "Parties." The "Agreement" is comprised of these Master Terms and any Addenda that reference these Master Terms. Customer and Veritas agree as follows:

1. Definitions.

"Addendum" to this Agreement means any contract addendum, including its exhibits or attachments, executed between Veritas and You, if that addendum references these Master Terms; an Addendum may supplement or modify these Master Terms. An Addendum may be in a paper form signed by both You and Veritas, or may be a standard Veritas online click-through Addendum to which You electronically choose to agree.

"Affiliate" of either You or Veritas (a "party") means an entity controlled by, under common control with, or controls such party, where control is denoted by fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity.

"Certificate" means the machine-generated certificate sent to You by Veritas to confirm a purchase of the relevant Licensed Software and/or Maintenance/Support and/or (at Veritas' discretion) certain Services.

"Documentation" means the product guides, product release notes and product requirements Veritas publishes for the Licensed Software.

"EULA" means Veritas' end user license agreement accompanying Licensed Software, including the Product Use Rights Supplement incorporated into the EULA by reference.

"Licensed Software" means the Veritas software products in object code form, that are commercially available on the relevant in-country price list in effect at the time of Your order, and any software updates provided under Maintenance/Support.

"Maintenance/Support" means the commercially-available Veritas maintenance/technical support services You order for the Licensed Software, provided by Veritas in accordance with Veritas' then-current maintenance/support policies and processes.

"MSRP" means Veritas' then-current in-country suggested list price in effect at the time of Your order.

"Product Use Rights Supplement" means the document incorporated into the EULA which provides usage rights, restrictions and terms specific to the Licensed Software.

"Services" means Veritas' commercially-available professional services offerings, subject to the terms and conditions of the relevant Services Agreement (as defined in Section 3) in effect at the time of Your order.

"Subscription Software" means Licensed Software licensed on a non-perpetual (term-limited) basis, as set forth in the applicable Addendum or Certificate.

"Territory" means the applicable country/ies or geographic area(s) in which You and/or Your Affiliates are authorized to order, install and use the Licensed Software, as set forth in the applicable Addendum or Certificate.

"Use Level" means the Licensed Software specific usage rights, restrictions and notices, third party requirements, and 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 sells the right to use a given Licensed Software product, in effect at the time an order is placed, as indicated in the relevant Addendum, Certificate or EULA, in that order of precedence.

2. License Grant and Restrictions. Veritas grants You, a non-exclusive, non-transferable license in the applicable Territory to use (and to allow Your Affiliates to use) the Licensed Software in accordance with the Documentation, solely in support of Your and Your Affiliates' internal business operations, in the quantities purchased and in accordance with the Use Levels specified by Veritas. The term of each Licensed Software license granted under this Agreement is perpetual, except for Subscription Software for which You purchase a term-limited license as indicated in an applicable Addendum or Certificate. You may make a single uninstalled



copy of the Licensed Software and Documentation for archival purposes. For each Licensed Software product, the other license terms and restrictions of the EULA for that product also apply. For any non-software products You purchase under this Agreement, the terms and conditions for those products shall be as set forth in the applicable Certificate and/or EULA.

You may allow consultant(s) or outsourcer(s) to use Your Licensed Software licenses to deliver dedicated services to You and Your Authorized Affiliates, so long as such use is consistent with Your own permitted scope of use and is compliant with the terms of this Agreement. You agree You are responsible for such third party or Affiliate access and use of the Licensed Software, to the same extent as if such consultant(s), outsourcer(s) or Affiliate(s) were Your employees.

3. Maintenance/Support and Services. If You purchase Maintenance/Support, it is provided and performed subject to Veritas' then-current policies and processes. If You wish to purchase Services, the Services may require execution of a Services Addendum, other separate services agreement and/or Statement of Work, or Veritas may provide the Services under the terms of a Certificate, at Our discretion.

4. Warranty Protection. Veritas' standard stated warranties, remedies and disclaimers apply, as indicated in the relevant EULAs and/or Certificates for the Veritas products You purchase.

5. Intellectual Property Claims. If anyone makes a claim against You that the Licensed Software infringes any intellectual property right, We will defend, indemnify and hold You harmless from that claim. However, We will only do so if You (a) notify Veritas of the claim in writing, as soon as You learn of it; and (b) cooperate fully with Veritas in connection with Our defending against the claim; and (c) allow Veritas to solely control the defense including related settlement negotiations about the claim, so long as You have not prejudiced Our ability to defend the claim, and have not separately settled the claim.

If You are prohibited from using the Licensed Software due to the infringement claim, or if We believe in Our sole opinion that the Licensed Software is likely to become the subject of an infringement claim, then We will do one of the following: We will either obtain for You the right to keep using the Licensed Software, or modify the Licensed Software to make it non-infringing, or replace it with a non-infringing version that is substantially comparable in functionality, in which case You will stop using any infringing version of the Licensed Software. However, if We decide in Our sole opinion that none of the previous options are commercially reasonable, We may terminate Your license and Our obligations under this Agreement for the affected Licensed Software, in which case We will refund to You the entire license fee You paid for the relevant Licensed Software, plus a pro-rated refund of any unused, prepaid maintenance fees for the applicable Licensed Software.

In any case, Our obligations under this provision do not apply to infringement claims where the claim is based on: Licensed Software modified by someone other than by Veritas or its representatives; or combination of the Licensed Software with any product not specifically authorized by Veritas to be combined with the Licensed Software; or use of the Licensed Software in a way inconsistent with the Documentation and this Agreement; or Your continued use of the infringing Licensed Software after We gave or offered You any modified or replacement non-infringing Licensed Software for no additional charge. This provision describes Our sole liability and Your exclusive remedy for infringement claims.

6. LIMITATION OF LIABILITY. EXCEPT WHERE LIMITED BY APPLICABLE LAW, THE FOLLOWING APPLIES EVEN IF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT FAILS, AND REGARDLESS OF THE LEGAL BASIS FOR A CLAIM: IN NO EVENT SHALL EITHER YOU OR VERITAS (A "PARTY") BE LIABLE TO THE OTHER OR TO ANYONE 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 AGREEMENT. THE FOREGOING APPLIES, EVEN IF THE PARTY, ITS RESELLERS, SUPPLIERS OR AGENTS HAVE BEEN TOLD SUCH DAMAGES UNDER (i) or (ii) MIGHT OCCUR. EXCEPT FOR YOUR



LIABILITY ARISING FROM YOUR BREACH OF LICENSE USE RIGHTS, RESTRICTIONS OR LIMITATIONS UNDER THIS AGREEMENT, NEITHER YOUR NOR VERITAS' MAXIMUM LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE FEES PAID OR OWED FOR THE LICENSED SOFTWARE, MAINTENANCE/SUPPORT OR SERVICES GIVING RISE TO THE CLAIM (REGARDLESS OF THE LEGAL BASIS FOR THE CLAIM). NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT A PARTY'S LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

7. Confidentiality.

7.1 "Confidential Information" means the non-public information that is exchanged between the parties, provided that such information is: (a) identified as confidential at the time of disclosure by the disclosing party ("Discloser"), or (b) disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information ("Recipient"). A Recipient may use the Confidential Information that it receives from the other party solely for the purpose of performing activities contemplated under this Agreement. For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient shall not disclose the Confidential Information to any third party. A Recipient shall protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its Affiliates, agents and independent contractors with a need to know in order to fulfill the purpose of this Agreement, who have signed a nondisclosure agreement at least as protective of the Discloser's rights as this Agreement.

7.2 This provision imposes no obligation upon a Recipient with respect to Confidential Information which: (a) is or becomes public knowledge through no fault of the Recipient; (b) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (c) is rightfully received by the Recipient without any duty of confidentiality; (d) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (e) is independently developed by the Recipient without use of the Confidential Information. The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (i) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure; and (ii) discloses only as much of the Confidential Information as is required. Upon request from the Discloser or upon termination of the Agreement, the Recipient shall return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same.

7.3 Each party will retain all right, title and interest to such party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser shall be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.

8. Verification. Once annually, We may verify Your compliance with this Agreement by reviewing (after five (5) business days' prior written notice) Your use and deployment of the Licensed Software. All audits will be performed during Your regular business hours with minimal disruption to Your ongoing business operations and will be subject to Your reasonable safety and security policies and procedures. If We elect to use a reasonably acceptable independent public accounting firm for the audit, then if You require the audit firm to sign a nondisclosure agreement ("NDA"), that NDA will not prevent the firm from disclosing its audit results to Veritas. You will pay Veritas for any discovered unauthorized deployments of Veritas products, at the undiscounted license list price in effect as of the audit completion date ("List Price"), unless otherwise mutually agreed. If the audit discovers that the List Price value of Your non-compliant Veritas software deployment exceeds five (5%) percent of the total List Price value of the Licensed Software You paid for, You will also pay the audit firm's reasonable costs. Otherwise, We will be responsible for the audit costs.

9. Term and Termination.



9.1 Term. Unless these Master Terms or an Addendum is terminated as described below, these Master Terms will continue to apply indefinitely, and each Addendum shall continue to apply for the term set forth in such Addendum.

9.2 Termination.

(a) Convenience. Either Veritas or You may terminate this Agreement for convenience upon thirty (30) days prior written notice. However, termination for convenience will not affect any Addendum for the remainder of its stated term; instead, the termination will be applied as a non-renewal (except in cases where non-renewal is not a stated option under such Addendum). Termination for convenience also will not affect Your right to use previously-purchased Licensed Software through the term of its license, nor any Maintenance/Support You purchased before termination.

(b) Cause. If either You or Veritas fail to comply with an important obligation or term of this Agreement or related Addendum this will be considered a "material breach" or "cause". If the material breach is still not corrected thirty (30) days after the breaching party receives written notice of it, then the non-breaching party may terminate this Agreement and related Addenda. This section does not apply to or replace an exclusive stated remedy, for intellectual property claims or warranty claims for which an exclusive stated remedy is provided under this Agreement. If Veritas terminates this Agreement for a material breach, You must immediately stop using and destroy all copies of the Licensed Software in Your and Your Affiliates' possession or control, including any master copies. If Veritas requests in writing, You must also (within ten (10) days) certify in writing to Veritas through a corporate officer that all such copies have been destroyed.

(c) Insolvency. Either You or Veritas may terminate this Agreement and related Addenda on written notice, or reject any pending order, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any involuntary proceeding, or if the other party otherwise stops or threatens to stop doing business (an "Insolvency Proceeding"). If Veritas terminates this Agreement due to Your becoming the subject of an Insolvency Proceeding then, provided You are current with all Your other obligations under the Agreement, Your prepaid licenses for Licensed Software will not be terminated. In any case, Veritas retains all rights and interests under all applicable law, including without limitation, all rights set forth in 11 U.S.C. Section 365 in the United States, or other applicable laws in other jurisdictions, protecting the Licensed Software and Veritas' rights in connection with such software.

(d) Survival. The following provisions of this Agreement survive termination of this Agreement: restrictions on use of intellectual property, verification/audit, limitations on liability and disclaimers of warranties and damages, and Customer's payment obligations accrued prior to termination. In addition, Your license rights in Licensed Software and Your right to receive Maintenance/Support purchased prior to termination shall survive such termination, except where Veritas terminates for cause or an Insolvency Proceeding.

10. Export. Veritas products (Licensed Software, hardware, and technology) and Services (collectively, "Veritas Solutions") are subject to U.S. (including, but not limited to, the U.S. Department of Commerce Export Administration Regulations ("EAR") and the U.S. Office of Foreign Assets Control ("OFAC") regulations), European Union, Singapore, and other government export controls and sanctions regimes, and to the import regulations of applicable jurisdictions. Diversion contrary to U.S. or other applicable law of Veritas Solutions is prohibited. Customer agrees to comply with all such applicable export controls and economic sanctions laws and regulations.

Customer is prohibited from exporting or re-exporting Veritas Solutions: (i) to any embargoed or sanctioned country or region, including Cuba, Iran, North Korea, Sudan, Syria, and the Crimea Region of Ukraine; (ii) to any party listed on the U.S. Commerce and Treasury Departments lists (e.g., Denied Persons List, Specially Designated Nationals), or other such lists published by the U.S., the European Union, and applicable jurisdictions; (iii) to any country to which such export or re-export is restricted or prohibited, or to which an export license or other governmental approval is required, without first obtaining such license or approval; (iv) to any military entity or to any other entity for any military purpose, nor for use in connection with chemical, biological or nuclear weapons or missiles capable of delivering such weapons, without first obtaining any required export license or other governmental approval; or (iv) otherwise in violation of any export or import



restrictions, laws or regulations of U.S. or other applicable jurisdictions. For physical products, Customer shall serve as Importer of Record for customs purposes in applicable jurisdictions, and in certain cases, Exporter of Record. Customer shall be responsible for paying all customs duties, import fees and other applicable charges upon importation of Veritas Solutions. More information can be found at: <https://www.veritas.com/about/legal/export-compliance>.

11. U.S. Government Commercial License Rights. This Section applies only to Customers who are U.S. Government entities. The Veritas Licensed Software and Documentation are deemed to be commercial computer software as defined in FAR 12.212. Any use, modification, reproduction release, performance, display or disclosure of the Veritas Licensed Software or related Documentation by the U.S. Government shall be solely in accordance with the terms of these Master Terms, and all other provisions of these Master Terms shall apply to the U.S. Government, except (a) as modified by any addendum agreed to in writing by Veritas and the U.S. Government and (b) that any provisions contrary to federal law shall be read out of these Master Terms without impacting the validity and enforceability of its other provisions.

12. General. If any part of this Agreement is found illegal or unenforceable, then that provision will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will remain in effect. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other right for subsequent breach or default. If Veritas fulfills Your or Your Authorized Affiliates' order(s), and Your request is subsequently found to be inconsistent with the terms of this Agreement, then Veritas' fulfillment of the order(s) shall not be deemed a waiver of Veritas' rights under this Agreement. Any later changes to this Agreement must be agreed to either in a written paper document referencing this Agreement and manually signed by both You and Veritas, or by Your electronic acceptance of standard Veritas online terms. You cannot assign (transfer ownership in) Your rights in individual Licensed Software licenses nor assign parts or all of this Agreement, without Veritas' prior express written consent. We will not unreasonably withhold or delay consent. If Your ownership (control) changes, that will be considered an assignment. Only the parties to this Agreement (specifically, Veritas or You) are entitled to enforce any term of this Agreement. However, if You and Veritas separately mutually agree in writing that any rights and/or obligations under this Agreement are assigned or novated to a third party (an "Assignee"), then this paragraph shall not prevent the Assignee from benefiting from or enforcing any such assigned or novated rights. If there is any conflict between the following documents, their terms shall apply in the following order: the terms of any Addendum, a fully-executed valid Non-Disclosure Agreement between You and Veritas ("NDA"), these Master Terms, the Certificates, and the EULA. This Agreement replaces any other agreement or understanding between You and Veritas that may have previously existed or currently exists relating to the same subject matter, except with respect to Confidentiality if You and Veritas have an NDA in place. A party is excused from its performance obligations (other than payment obligations) for so long as (and to the extent that), it is prevented from performing due to unforeseen circumstances or to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, regulatory requirements, shortages of transportation, facilities, fuel, energy, labor or materials.