Veritas Technologies LLC and/or its Affiliates ("Veritas"), agrees to provide the Services (defined below) specified in the applicable SOW (defined below) entered into with "Contractor" that references these professional services subcontract terms and conditions, subject to these terms and conditions ("Professional Services Subcontract Terms"). The "Agreement" shall mean these Professional Services Subcontract Terms and the SOW. Terms not otherwise defined in the Professional Services Subcontract Terms shall have the meanings set forth in the SOW.

1. CONTRACTOR’S CUSTOMERS. Services will be performed on behalf of Contractor to Contractor’s customer identified in an SOW ("Customer"). Contractor’s agreement with Contractor’s Customer shall be on terms and conditions that are substantially similar and no less restrictive than the terms contained in this Agreement.

2. STATEMENTS OF WORK; AFFILIATES. (a) During the Term (as defined in Section 3 below) Veritas and Contractor may agree upon a written statement of work, quote/order form, or certificate under this Agreement ("SOW"), that may include descriptions of services ("Services") to be performed by Veritas and deliverables ("Deliverables") to be provided by Veritas, fees, and duration of the Services, and other responsibilities undertaken by Contractor and/or Veritas. The SOW will control in the event of any conflict with the Agreement, unless otherwise specified in the SOW. (b) For the purposes of this Agreement: "Affiliate(s)" means, any present or future entity that, directly or indirectly Controls, or is Controlled by, or is under common Control with either party. "Control" means power to direct or cause the direction of the management and policies of an entity whether through the ownership of voting securities, by contract, or otherwise.

3. PERIOD OF PERFORMANCE; TERM AND TERMINATION. "Term" means the applicable effective period of this Agreement and/or of Services under the SOW. The Term of this Agreement will begin on the effective date of the SOW and continue until termination as further specified below. The period of performance for the Service shall commence and end upon mutually agreed upon dates. Unless otherwise agreed in writing by Veritas, all Services expire unless used and delivered in the twelve (12) months following the effective date of the SOW. Upon expiration or early termination, no credit or refund of prepaid Fees for unused Services shall be due. The Agreement may be terminated early at any time by either party: (i) upon written notice if the other party breaches any material term of the Agreement, and such breach remains uncorrected for thirty (30) days following written notice; or (ii) immediately, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or similar action for the benefit of creditors as a consequence of debt, or if the other party otherwise ceases or threatens to cease business. Veritas will have no liability to Contractor or Customer under any terminated SOW. Subject to any termination conditions and payments specified in the SOW, upon termination, Veritas will be entitled to be paid for all work performed, including Fees and expenses, up to the effective date of termination or any other early termination fee specified in the SOW.

4. FEES; PAYMENT AND TAXES. Contractor will pay the fees ("Fees") for the Services including, if applicable, reasonable travel and living expenses incurred while performing the Services; to: (i) if Contractor is purchasing Services through a Veritas-authorized reseller, the Fees and payment terms shall be as separately agreed between Contractor and such reseller or (ii) Veritas. If Contractor pays Veritas directly, the following payment terms shall apply. Contractor will pay Veritas invoiced amounts within thirty (30) days of the invoice date ("Due Date"). If any sum payable to Veritas is not paid by the Due Date, Veritas reserves the right, without prejudice to any other remedy, to charge interest on such overdue sum on a day to day basis from the Due Date until paid in full the lesser of one percent (1%) per month or the maximum rate permitted by applicable law; and/or (ii) suspend the provision of the Services upon five (5) days prior notice until paid in full. All fees paid or payable shall be non-cancellable and non-refundable. If Contractor in good faith disputes any invoice, Contractor is required to notify Veritas in writing of any such dispute at ordermanagement@veritas.com within ten (10) days of invoice date with all relevant details. Contractor’s purchase order must have sufficient detail to allow Veritas to accept and accurately fulfill Contractor’s order. Contractor shall remit payment notwithstanding the status of payment by Contractor's Customer to Contractor. Veritas or its Affiliates, in incurring any such expenses, shall conform to Veritas’ then-current standard travel policies. If an applicable SOW contains a dollar amount for time and materials ("T&M") Services, then the amount shall be deemed an estimate for the Contractor’s budgeting and Veritas’ resource scheduling purposes.

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After the amount is expended, Veritas will continue to provide the Services on a T&M basis only if an SOW or Change Order for continuation of Services is signed by the Parties and a purchase order with an extended amount is issued by Contractor. Contractor is responsible for all taxes, customs duties, import fees or other similar charges, and all other mandatory payments imposed by government entities with respect to the Services or other items provided under this Agreement, excluding tax imposed on Veritas’ net income and withholding taxes (subject to the condition of providing withholding tax payment receipts, as set forth below). Veritas will bill applicable taxes as a separate item on Contractor’s invoice and will not include them in the Fees. If a transaction is exempt from tax, Contractor will provide Veritas with a valid exemption certificate or other evidence of such exemption in a form acceptable to Veritas. If Contractor is required by law to withhold any tax from the payment, Contractor will provide to Veritas original or certified copies of all tax payment receipts or other evidence of payment of taxes by Contractor with respect to transactions under this Agreement, no more than thirty (30) days after invoice due date. If Contractor fails to provide Veritas with such tax payment receipts, if applicable, then Contractor will reimburse Veritas for any fines, penalties, taxes and other governmental agency charges resulting from such failure.

5. WARRANTY. Veritas will provide the Services and Deliverables described in the SOW in a good and workmanlike manner and in accordance with generally accepted industry standards. CONTRACTOR AGREES THAT THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES WHETHER EXPRESS OR IMPLIED CONCERNING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. VERITAS DOES NOT WARRANT THAT THE SERVICES WILL MEET CONTRACTOR’S OR CUSTOMER’S REQUIREMENTS OR THAT USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

6. CONTRACTOR RESPONSIBILITIES. In addition to any other Contractor responsibilities and requirements specified in this SOW, the following is a non-exhaustive list of Contractor and/or Customer responsibilities necessary for the successful completion of the Services. Contractor agrees to (i) abide by the following requirements, and, as applicable, (ii) communicate to the Customer and require the Customer to do the following listed herein. If Contractor and/or Customer does not provide or perform its responsibilities, Veritas’ performance of the Services may be delayed, impaired or prevented. (a) Project Resources. Contractor or Customer shall assign a “Project Manager” to assist Veritas in coordinating Customer resources in a timely manner and to act as the focal point for resolution of project related issues. Contractor or Customer’s Project Manager shall also have the necessary technical and business knowledge and authority to make decisions concerning the Service. In addition, Contractor or Customer shall assign an appropriate number of suitable skilled personnel to assist and cooperate with Veritas consistent with the Service. (b) Facilities. Contractor or Customer shall provide Veritas with all necessary cooperation, information and support that may reasonably be required by Veritas for the performance of the Service including, without limitation, access to suitably configured computers, software products and applicable passwords, at such times as Veritas requests. In addition, Contractor or Customer shall provide Veritas personnel with access to all buildings, phone systems, internet access, server rooms, and workstations, and shall provide all necessary passes for access to such areas if work is required by Customer outside of Normal Work Hours. (c) Information. Contractor and/or Customer shall ensure that Veritas has access to the following at all times: (i) materials and resources related to Customer’s business and technical environment; (ii) software design documentation, current design diagrams, and other information required to deliver the Service; (iii) access to all operating systems and network and computing environments necessary to complete the Service. Where applicable, such access shall include various user accounts for relevant applications, as needed, to perform for example, a penetration assessment, including, a list of relevant IP addresses, URLs and user authentication. (d) Backup. Veritas strongly recommends that Contractor and/or Customer back up all critical infrastructure in Customer’s environment before Service commencement. Veritas does not accept responsibility or liability for any loss of data incurred by Customer during the delivery of Services. (e) Licenses. Contractor and/or Customer shall ensure that prior to the commencement of the Service by Veritas and continuing throughout the provision of the Service, that: (i) all the necessary Veritas software products have been correctly licensed for all appropriate platforms (and all required versions) and the same are made available, in a timely manner, to Veritas; (ii) the operating systems of all appropriate servers and computers shall be at a level supported by the Veritas software products to be used; (iii) the storage configuration is a formally qualified configuration for the Veritas software products to be used; (iv) the technical environment, including the application and database environments, shall be kept under change control and that the physical

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environment is stable and provides a viable environment for the Veritas consultants to undertake the Service; and (v) third parties such as Internet Service Providers have been made aware of any applicable testing that might be carried out by Veritas. Payment for, license, use and operation of all software and hardware products are the sole responsibility of Contractor and/or Customer. Contractor acknowledges and agrees that no Veritas software nor hardware products shall be provided or otherwise licensed by Veritas pursuant to this Agreement.

7. **STAFFING. (a) Suitable Resources.** Veritas reserves the right to assign any suitable skilled resource(s) available during the mutually agreed upon dates of Service. Veritas is not obligated to provide a specific Veritas resource or third-party resource under this Agreement. (b) **Right to Subcontract.** Veritas has the right to subcontract the performance of the Services to third parties provided that Veritas remains responsible for the contractual obligations under this Agreement. (c) **Independent Contractor.** Veritas is an independent contractor and shall not be deemed an employee or agent of Customer. (d) **Non-Solicitation.** During the provision of Services and for one (1) year thereafter, neither party shall actively solicit for hire, nor knowingly allow its employees to solicit for hire, any employee of either party associated with the performance of Services without the prior written consent of the other party. This provision shall not restrict in any way the right of either party to solicit generally in the media for required personnel, and shall not restrict employees, contractors, or representatives of either party from pursuing on their own initiative employment opportunities from or with either party. The parties agree that violation of this provision will subject the violating party to liquidated damages consisting of an amount equal to six (6) month's salary for each employed, solicited, or retained person.

8. **INDEMNIFICATION.** (a) Veritas shall defend and indemnify and hold Contractor harmless from any claim asserting that the Services or Deliverables infringe any intellectual property right of any third party, and will pay any and all damages awarded by a court and actually paid by Contractor, or agreed to in settlement by Veritas and attributable to such claim. Veritas' obligations under this section are subject to Contractor doing the following: (i) notifying Veritas of the claim in writing as soon as Contractor learns of it; (ii) permitting Veritas all reasonable assistance and information to enable Veritas to perform its duties under this section; (iii) allowing Veritas sole control of the defense and all related settlement negotiations; and (iv) not having compromised or settled such claim. Notwithstanding the foregoing, Contractor may participate at Contractor's expense in the defense of any such claim with its own counsel, provided Veritas retains sole control of the suit. Contractor has the right to approve any settlement that affirmatively places on Contractor an obligation that has a material adverse effect on Contractor other than the obligations to cease using the affected Deliverables or to pay sums indemnified hereunder. Such approval will not be unreasonably withheld. If Contractor is enjoined from using any Deliverable, or if Veritas believes that any Deliverable is likely to become the subject of an infringement claim, Veritas shall (i) obtain the right for Contractor to continue to use such Deliverable or (ii) replace or modify the Deliverable so as to make it non-infringing and substantially comparable in functionality. If after using commercially reasonable efforts Veritas is unable to do either (i) or (ii) above, such Deliverable shall be returned to Veritas and Veritas' sole liability shall be to refund Contractor the amount paid to Veritas for such item or portion thereof. Notwithstanding the foregoing, Veritas will have no liability for any infringement claim based on: (i) use of a Deliverable other than in accordance with applicable documentation or instructions provided by Veritas, (ii) modification of any Deliverable other than by Veritas, (iii) the use or combination of any Deliverable with materials not supplied by Veritas, (iv) information supplied by Contractor to Veritas that is included in any Service or Deliverable, or (v) Contractor's use of a superseded version of the Deliverable if the infringement could have been avoided by using the latest version of the Deliverable provided by Veritas. **THIS SECTION STATES CONTRACTOR'S SOLE AND EXCLUSIVE REMEDY AND VERITAS' SOLE AND EXCLUSIVE LIABILITY REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.**

(b) In the event that any willful misconduct or grossly negligent act or omission of either party or its employees during the performance of Services on Contractor's or its Customer's premises causes or results in the (i) loss, damage to or destruction of physical property of the other party or third parties, and/or (ii) death or injury to any person, then such party shall indemnify, defend and hold the other party harmless from and against any and all resulting claims, damages, liabilities, costs and expenses (including reasonable attorney's fees), subject to Section 9.

9. **LIMITATION OF LIABILITY.** **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THE AGREEMENT FAILS ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL VERITAS OR ITS SUPPLIERS BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE TO CONTRACTOR OR ANY PERSON FOR:**

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COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS OR SERVICES, LOST BUSINESS PROFITS OR
REVENUE OR LOST OR CORRUPTED DATA, LOSS OF PRODUCTION, LOSS OF CONTRACTS, LOSS OF GOODWILL OR
ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR II) ANY INCIDENTAL, INDIRECT, SPECIAL OR
CONSEQUENTIAL DAMAGES, LOSSES, EXPENSES OR COSTS OF ANY KIND; EVEN IF ADVISED OF THE POSSIBILITY AND
WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE AGREEMENT OR USE OF THE SERVICE AND/OR DELIVERABLES
OR THE PERFORMANCE, DEFECTIVE PERFORMANCE, NON-PERFORMANCE OR DELAYED PERFORMANCE BY VERITAS OF
ANY OF ITS OBLIGATIONS UNDER OR IN CONNECTION WITH THE AGREEMENT. EXCEPT FOR LIABILITY ARISING FROM
BREACH OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY INDEMNITY OBLIGATIONS AND REGARDLESS OF THE LEGAL
BASIS FOR THE CLAIM, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR OWED
FOR THE SERVICE GIVING RISE TO THE CLAIM. NOTHING IN THE AGREEMENT SHALL EXCLUDE OR LIMIT A PARTY'S
LIABILITY FOR ANY LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY LAW.

10. RIGHTS IN DELIVERABLES. (a) Pre-Existing Work. Any pre-existing proprietary or Confidential Information of Veritas or
its licensors used to perform the Services, or included in any Deliverable, including but not limited to software, appliances,
methodologies, code, templates, tools, policies, records, working papers, know-how, data or other intellectual property, written or
otherwise, including Veritas Derivative Works (as defined below) shall remain the exclusive property of Veritas and its licensors
(collectively, “Veritas Information”), shall remain the exclusive property of Veritas. To the extent that Veritas incorporates any
Veritas Information into the Deliverable(s), Veritas hereby grants to Contractor a non-exclusive, non-transferable license to use such
Veritas Information at no additional charge solely for the internal business purposes of Contractor's Customer, in accordance with
the limitations set forth in this Agreement and any applicable SOW. Contractor acknowledges that the Deliverable(s) are not a “work
made for hire.” Any Customer pre-existing information, including but not limited to any Customer's proprietary and Confidential
Information provided to Veritas by Contractor's Customer shall remain the exclusive property of Customer or its licensors ("Customer
Information"). Veritas Information and Customer Information shall be deemed Confidential Information. (b) Ownership Rights. Any
inventions, designs, intellectual property or other derivative works of Veritas Information, shall vest in and be the exclusive property
of Veritas ("Veritas Derivative Work"). Any inventions, designs, intellectual property or other derivative works of Customer
Information shall vest in and be the exclusive property of Customer ("Customer Derivative Work"). Subject to Veritas’ rights in
Veritas Information and Veritas Derivative Work, all Deliverables created specifically for and provided to Contractor’s Customer by
Veritas under the Agreement shall, upon final payment, become the property of Contractor’s Customer for Customer’s internal
business purposes. (c) Retention. Contractor acknowledges that Veritas provides similar services to other customers and that
nothing in this Agreement shall be construed to prevent Veritas from carrying on such business. Contractor acknowledges that
Veritas may at its sole discretion develop, use, market, distribute and license software or documentation that is substantially similar
to the Deliverables, without the Confidential Information of Customer. (d) License Restrictions. Contractor shall include the rights
and restrictions of this section applicable to Customer, and any further limitations set forth in an applicable SOW, in its agreement with
Customer.

11. CONFIDENTIAL INFORMATION. “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 Discloser solely for 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 will not disclose the Confidential Information
to any third party and will 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 similar Confidential Information. The
Recipient may disclose the Confidential Information to its affiliates, agents and independent contractors with a need to know to fulfill
the purpose of the Agreement, who have signed a nondisclosure agreement at least as protective of the Discloser's rights as this
Agreement. 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

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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, the Recipient will return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same. Each party will retain all right, title and interest in that 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 will 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.

12. DATA PROTECTION.

(a) “Personal Data” shall be interpreted in accordance with the definitions in applicable Data Protection Legislation. Where the processing of the Personal Data provided by Veritas to Contractor under this Agreement is subject to (i) the General Data Protection Regulation (EU) 2016/679 and any legislation in force from time to time in any jurisdiction which implements it; (ii) any legislation in force in any jurisdiction implementing Directive 2002/58/EC or any successor thereof; and (iii) any other applicable national privacy legislation or regulations (“Data Protection Legislation”), Contractor shall process such Personal Data in accordance with the Data Processing Terms at www.veritas.com/privacy.

(b) In certain situations when providing Veritas Services or Contractor Services, Veritas and Contractor shall both act as an independent Data Controller (as defined in Data Protection Legislation) in relation to their respective collection and processing of Personal Data. Both Veritas and Contractor agree to comply with their respective obligations under all applicable Data Protection Legislation. Additionally, Contractor shall process such Personal Data in its capacity as an Independent Data Controller in accordance with the Data Controller Terms at www.veritas.com/privacy.

13. COMPLIANCE.

(a) Work Rules. Veritas agrees to comply with all reasonable work rules and regulations which it is informed of prior to performance of Services and which are inserted into an applicable SOW, including security and safety rules, pertaining to the conduct of employees and outside personnel performing Services on premises. Each party shall comply with all applicable laws.

(b) Export Controls. Services and Deliverables, including documentation, may include controlled technology or technical data (collectively "Controlled Technology") that is subject to the U.S. Export Administration Regulations ("EAR"), and diversion contrary to U.S. law is prohibited. Contractor agrees to comply with all relevant laws including the U.S. EAR and the laws of any country from which Controlled Technology is exported. All Controlled Technology is prohibited for export or re-export to U.S. embargoed countries and territories, including Cuba, North Korea, Iran, Syria, Sudan, the Crimea Region of the Ukraine, and to any country or its nationals subject to relevant embargo or sanction or to any entity or person for which an export license is required pursuant to any relevant restricted party list, without first obtaining a license. Furthermore, Contractor hereby agrees that Contractor and/or Customer will not use or allow use of Controlled Technology in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons. Contractor represents that Contractor and Customer are not a "Specially Designated National" as defined in regulations issued by the Office of Foreign Assets Control of the U.S. Department of the Treasury. Contractor further represents and warrants that Contractor and Customer and their Affiliates do not conduct business with countries listed in Country Group E, in Supplement No. 1 to Part 740 maintained by the U.S. Department of Commerce, Bureau of Industry and Security under the EAR.

(c) Employment Discrimination. Veritas and Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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(d) **Combating Trafficking in Persons.** Both parties shall comply with Federal Acquisition Regulation (FAR) 52.222-50 Combating Trafficking in Persons, as and if applicable, including any requirements regarding certifications or compliance plans.

(e) **Office of Foreign Assets Control (OFAC).** Each party hereby agrees that it shall not knowingly employ, or subcontract with, any person or entity that is a “Specially Designated National” (“SDN”) as defined, from time to time, in regulations issued by the Office of Foreign Assets Control (OFAC) of the United States Department of the Treasury. Each party represents that it is not an SDN. Each party further represents and warrants that it is not organized under or authorized by; nor does either party conduct business with, a country which is on the OFAC Lists of Sanctioned Countries. For additional information please visit http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx.

(f) **Compliance with Anti-Corruption Laws.** Each party shall comply (and shall ensure its officers, directors, employees and contractors, subcontractors, agents and any person or entity acting on its behalf or under its control comply) with all applicable U.S. and international anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. No payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business or directing business to any person or entity. Each party shall cooperate fully in the other party’s efforts to enforce the terms of this provision, including but not limited to providing, upon request (i) certification of compliance with this provision as signed by an authorized representative and (ii) reasonable and prompt cooperation at each party’s own expense with respect to any investigation relating to this provision.

14. **GOVERNING LAW.** The Agreement shall be governed by and construed by the following laws: the laws of the State of California, for Contractors located in the Americas; the laws of England and Wales, for Contractors located in EMEA; the substantive laws of England, if Contractor is located in India; the substantive laws of New South Wales, Australia, if Contractor is located in Pacific region (Australia, New Zealand and Pacific islands); the substantive laws of the People’s Republic of China, if Contractor is located in China, excluding Hong Kong, Macau and Taiwan; the substantive laws of Japan if Contractor is located in Japan; and the substantive laws of the Republic of Singapore, if Contractor is located in anywhere else in the Asia region. Such application of law excludes any provisions of the United Nations Convention on Contracts for the International Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law.

15. **MISCELLANEOUS.**

(a) This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication whether oral or written between the parties regarding such subject matter. This Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Contractor, even if signed and returned. (b) The Agreement may not be assigned or otherwise transferred by Contractor. A change of control shall constitute an assignment. (c) Except for a subsidiary or affiliate of Veritas, no person other than a party to this Agreement will be entitled to enforce any term of it except as expressly provided herein. (d) Each party will be excused from performance, other than payment obligations, for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, due to unforeseen circumstances or to causes beyond such party’s reasonable control including but not limited to war, strike, riot, crime, acts of God, or shortages of resources. (e) If any provision of the Agreement is found partly or wholly illegal or unenforceable, such provision will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions will remain in full force and effect. A waiver of any breach or default under this Agreement will not constitute a waiver of any other right for subsequent breach or default. (f) Any term of this Agreement, which is intended to survive expiration or termination will survive, including, without limitation, confidentiality, restrictions on use of intellectual property, limitations on liability and disclaimers of warranties and damages, audit, governing law, and Customer’s payment obligations accrued prior to termination. (g) No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by both parties hereto. (h) The headings used herein are for convenience and reference only and shall not be used to interpret, limit or add to the language of any section contained herein. (i) Any notice, to be effective hereunder, shall be made in writing and sent to the address of the appropriate party first appearing herein, as indicated in the SOW, unless such party shall have notified the other party, in accordance with the provisions of this Section, of a new mailing address.

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