



## Veritas Enterprise Technical Support APPLIANCE SUPPORT CERTIFICATE

This document ("Certificate") is a legal agreement between the end user ("End User") and Veritas Technologies LLC and/or its subsidiaries ("Veritas"). This Certificate and the rights granted herein apply solely to the Veritas appliance ("Appliance") and/or services identified on the front of this Certificate (or if not on the front of this Certificate then in the entitlement details page of your Veritas Licensing Portal account). The Appliance includes certain hardware ("Hardware") and certain software installed on the Hardware ("Software").

Please read this Certificate. IF END USER DOES NOT AGREE TO THESE TERMS THEN VERITAS WILL NOT PROVIDE END USER WITH APPLIANCE SUPPORT. END USER'S RECEIPT OF APPLIANCE SUPPORT INDICATES ITS AGREEMENT TO THESE TERMS.

If this Certificate applies to a consolidated order where there are multiple entitlement owners listed on the front of the Certificate, then the end user entity receiving this Certificate must provide this Certificate, including these Appliance Support terms, to each of the entitlement owners listed on the front of the Certificate.

**Appliance Support Offering:** Veritas will provide End User with the support services for the Appliance set forth in the Appliance Support description ("Appliance Support Description") located at <https://www.veritas.com/company/legal/license-agreements> or successor address ("Appliance Support"), as of the start date for the purchased Appliance Support, within the country in which End User is located as indicated by End User's address set forth on the front of this Certificate. Veritas will provide Appliance Support to End User subject to the terms and conditions set forth in this Certificate and applicable Veritas Support Policies.

**Customer Disk Retention Option:** If End User has purchased the customer disk retention option (also referred to as non-returnable disk offering) ("CDRO"), then, in the event of a disk drive failure in the Appliance, End User will have the option to keep failed disk drives once those disk drives have been replaced and will not be required to return failed disk drives to Veritas. If End User elects to keep failed disk drives that have been removed from the Appliance, End User shall be responsible for the proper disposal or storage of such failed disk drives.

**Additional Components:** If End User obtains additional Hardware or Software to expand the capacity of the Appliance, support services for such additional components shall be subject to the terms and conditions set forth in this Certificate.

**Support Policies:** Capitalized terms not otherwise defined in this Certificate shall have the meaning given in applicable Veritas technical support policies ("Veritas Support Policies"). Veritas Support Policies may be revised and updated by Veritas from time to time without notice to End User. Copies of the policies are at <https://www.veritas.com/services/appliance-services/appliance-support-services> or successor address. Appliance Support may be modified or discontinued for certain versions of the Software or Appliance prior to the end dates for the purchased Appliance Support.

**Privacy and Data Protection.** For the purpose of providing Appliance Support to End User pursuant to this Certificate, Veritas will require End User to supply certain personal information (such as business contact names, business telephone numbers, business e-mail addresses). End User acknowledges that Veritas is a global organization, and such personal information may be accessible on a global basis by Veritas affiliates, by Veritas partners and subcontractors, including in countries that may have less protective data protection laws than the country in which End User is located. By providing such personal information, End User consents to Veritas using, transferring and processing this information on a global basis for the use described above. For any question regarding the use of personal information, End User may contact Veritas Technologies LLC - Privacy Lead, 2625 Augustine Drive, Santa Clara, CA 95054, U.S.A. Email: [privacy@veritas.com](mailto:privacy@veritas.com).

**Autorenewal Benefit.** Appliance Support includes an autorenewal benefit. End User's Appliance Support will automatically renew for renewal periods of twelve (12) months each when the then-current term expires ("Autorenewal") until End User cancels Autorenewal.

End User may cancel Autorenewal by providing written notice to Veritas at [returnsandcancellations@veritas.com](mailto:returnsandcancellations@veritas.com) at least thirty (30) days before the beginning of the next Autorenewal date. Veritas may cancel Autorenewal by providing at least thirty (30) days' notice before the beginning of an Autorenewal period. Veritas' notice may be provided (i) by email to End User's then-current business or technical contact; and/or (ii) by publication on [Veritas.com](https://www.veritas.com) or on the interfaces through which End User manages Appliance Support. Veritas' reasons for cancellation of Autorenewal may include removal of the applicable Appliance Support offering from general availability or end of support life for the specific Appliance unit.

Veritas reserves the right to automatically invoice for each Autorenewal, with an increase of not to exceed up to five percent (5%) over the annualized rate Veritas charged\* for the prior twelve (12) month period of Appliance Support. If required by Veritas, End User shall issue (or cause to be issued) a purchase order to Veritas on a timely basis before expiration of the current Appliance Support period, to support invoicing for each renewal period.



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\*stated renewal cap does not apply to purchases which were made under a promotional rate or on less-than-market rates – for these, Veritas reserves the right to uplift renewal pricing to our current market rates.

This Autorenewal benefit does not apply to End Users who cannot agree to Autorenewal under local law or governmental procurement regulation.

**Support Warranty.** Veritas warrants for a period of thirty (30) days from the date of performance of Appliance Support under this Certificate, that such Appliance Support will be performed in a manner consistent with generally accepted industry standards. If End User reports to Veritas any non-conformance of Appliance Support with this warranty within thirty (30) days of performance, Veritas will, at its discretion, either correct any nonconforming Appliance Support services or refund the relevant fees paid for the nonconforming services for such Appliance Support. This warranty is separate from Veritas's warranty regarding the Software or Appliance. **END USER AGREES THAT THE REMEDIES, EXPRESS OBLIGATIONS AND WARRANTIES HEREIN ARE EXCLUSIVE AND IN LIEU OF AND TO THE EXCLUSION (TO THE FULLEST EXTENT PERMITTED BY LAW) OF ANY OTHER REMEDY, WARRANTY, CONDITION, TERM, UNDERTAKING OR REPRESENTATION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO ANYTHING SUPPLIED OR APPLIANCE SUPPORT PROVIDED UNDER OR IN CONNECTION WITH THIS CERTIFICATE INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY, CONDITION, TERM, UNDERTAKING OR REPRESENTATION AS TO THE CONDITION, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE APPLIANCE SUPPORT.**

**DISCLAIMER OF DAMAGES:** 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 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 THE PROVISION OF APPLIANCE SUPPORT, EVEN IF VERITAS, ITS RESELLERS, SUPPLIERS OR ITS AGENTS HAS BEEN TOLD SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL VERITAS'S LIABILITY EXCEED THE PURCHASE PRICE FOR THE APPLIANCE SUPPORT SERVICE(S). NOTHING IN THIS CERTIFICATE SHALL EXCLUDE OR LIMIT VERITAS'S LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

**Subcontractors:** Veritas reserves the right and End User consents to Veritas's use of subcontractors to provide Appliance Support.

**Integration:** This Certificate and the applicable Appliance Support Description constitutes the entire agreement between the parties pertaining to the subject matter hereof, and, except as otherwise agreed upon in writing by the parties, supersedes any and all prior written or oral agreement with respect to such subject matter. This Certificate may only be modified by a signed written agreement between End User and Veritas that accompanies or follows this Certificate.

**Governing Law; Severability; Waiver.** If End user is located in North America or Latin America, this Certificate will be governed by the laws of the State of California, United States of America. If End User is located in China, this Certificate will be governed by the laws of the Peoples Republic of China. Otherwise, this Certificate will be governed by the laws of England. 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 Certificate is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this Certificate shall remain in full force and effect. A waiver of any breach or default under this Certificate shall not constitute a waiver of any other subsequent breach or default.