

Veritas Business Critical Services Certificate

August 2018



Thank you for your purchase of Veritas Business Critical Services ("BCS"). The terms "You", "Your" or "Customer" refer to the BCS recipient/contract owner and the term "Veritas" refers to Veritas Technologies LLC and/or its subsidiaries. This document ("Certificate") is a legal agreement by and between You and Veritas. This Certificate applies to the BCS identified on the front of this Certificate.

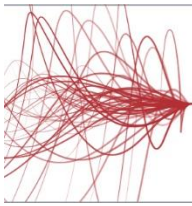
If you do not have an executed agreement for BCS, then BCS is performed pursuant to this Agreement. This "Agreement" means, collectively and in the following order of precedence, (i) this Certificate (including all pages hereof), (ii) the applicable BCS service description, as published at <http://go.veritas.com/supportserviceterms> or successor address ("Service Description"), (iii) the underlying Essential Support agreement ("Support Agreement"); and (iv) any relevant terms in the license agreement between Veritas and Customer ("License Agreement"). Capitalized terms not otherwise defined in this Certificate shall have the meaning given elsewhere in the Agreement.

CERTIFICATE TERMS

- PREREQUISITES.** Customer must hold a valid License Agreement for the underlying Eligible Software (as defined in the Service Description) and have and maintain a current support agreement for Essential Support for the Eligible Software. Veritas is not obligated to provide any credits, refunds or extensions of BCS when BCS is suspended for Customer's failure to maintain Essential Support.
- BCS.** Veritas will provide BCS as described in the applicable Service Description for the specific BCS offering(s) Customer has purchased. Veritas will provide such BCS only in support of Customer's internal business purposes.
- PAYMENT.** Customer agrees to pay the applicable BCS fees. In the absence of a mutually executed agreement specifying payment terms, the payment terms of the Veritas quote related to Customer's BCS shall apply. If Customer is purchasing BCS through a Veritas-authorized distributor/reseller, the fees and payment terms applicable to BCS shall be as separately agreed between Customer and such distributor/reseller.
- TERMINATION.** This Agreement may be terminated at any time by either party: (i) upon written notice if the other party breaches any material term of this 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. No refund will be due for any termination of this Agreement, irrespective of the reason for such termination.
- LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL VERITAS OR ITS SUPPLIERS BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE TO CUSTOMER OR ANY PERSON OR ENTITY FOR: I) ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSSES, EXPENSES OR COSTS OF ANY KIND; OR II) 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; EVEN IF ADVISED OF THE POSSIBILITY AND WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE AGREEMENT OR USE OF THE BCS OR THE PERFORMANCE, DEFECTIVE PERFORMANCE, NON-PERFORMANCE OR DELAYED PERFORMANCE BY VERITAS OF ANY OF ITS OBLIGATIONS UNDER OR IN CONNECTION WITH THIS AGREEMENT. IN NO CASE SHALL VERITAS' LIABILITY EXCEED THE PURCHASE PRICE FOR THE BCS GIVING RISE TO THE CLAIM. NOTHING IN THE AGREEMENT SHALL EXCLUDE OR LIMIT VERITAS' LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW (INCLUDING, BUT NOT LIMITED TO, VERITAS' LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE).

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6. **PRIVACY AND DATA PROTECTION.** To provide BCS to Customer pursuant to this Certificate, Veritas will require Customer to supply certain personal data (such as business contact names, business telephone numbers, business e-mail addresses). Customer acknowledges that Veritas is a global organization, and such personal data 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 Customer is located. By providing such personal data, Customer consents to Veritas using, transferring and processing this information on a global basis for the use described above. Where Customer's processing of the personal data provided to Veritas under this Certificate is subject to the General Data Protection Regulation (EU) 2016/679, or other applicable laws that relate to the processing of personal data and privacy that may exist in the European Economic Area and/or Switzerland, Veritas shall process such personal data in accordance with the Data Processing Terms and Conditions at <https://www.veritas.com/privacy>. All questions and requests on privacy matters may be addressed to Veritas Technologies LLC – Privacy Program Office at Veritas' headquarters location published at [veritas.com](https://www.veritas.com) or by e-mail at privacy@veritas.com.

7. **PERFORMANCE BY THIRD PARTIES.** Veritas has the right to subcontract the performance of BCS to third parties, provided Veritas remains responsible for the contractual obligations of the Agreement.

8. **ASSIGNMENT.** Customer may not assign the rights granted hereunder or the Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Veritas' prior written consent, except to the extent expressly permitted under the License Agreement. Such consent will not be unreasonably withheld or delayed. Customer shall have no right to sell, resell or use the benefits of BCS to or for any third party.

9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Veritas and Customer pertaining to BCS and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication 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 Customer, even if signed and returned.