



## Veritas Enterprise Technical Support EXTENDED 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"). Terms not defined herein shall have the meaning given to them in the Underlying Support Agreement or Veritas Support Policies.

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

**Underlying Appliance Support Required:** End User is required to have a valid appliance support agreement ("Underlying Support Agreement") for Standard Support or Essential Support for the Appliance ("Underlying Support") in order to receive Extended Appliance Support.

**Extended Appliance Support Offering:** Extended Appliance Support provides End User the ability to receive the features and deliverables included in End User's Underlying Support, provided that the delivery of Bug Fixes and Patches for Hardware firmware, provided in Veritas' discretion, is limited to delivery of **known** Bug Fixes and Patches ("Extended Appliance Support").

Veritas will provide End User with Extended Appliance Support as of the start date for the purchased Extended 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 Extended Appliance Support to End User subject to the terms and conditions set forth in this Certificate and applicable Veritas Support Policies.

**Support Policies:** Capitalized terms not otherwise defined in this Certificate shall have the meaning given in applicable Veritas technical support policies, including the Appliance Support Policy and the Global End of Life Policy ("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> and <http://go.veritas.com/support-fundamentals> or successor address. Extended Appliance Support may be modified or discontinued for certain versions of the Appliance prior to the end date for the purchased Extended Appliance Support.

**Privacy and Data Protection.** For the purpose of providing Extended 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).

**Support Warranty.** Veritas warrants for a period of thirty (30) days from the date of performance of Extended Appliance Support under this Certificate, that such Extended Appliance Support will be performed in a manner consistent with generally accepted industry standards. If End User reports to Veritas any non-conformance of Extended Appliance Support with this warranty within thirty (30) days of performance, Veritas will, at its discretion, either correct any nonconforming Extended Appliance Support services or refund the relevant fees paid for the nonconforming services for such Extended 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 EXTENDED 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 EXTENDED 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 EXTENDED APPLIANCE



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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 EXTENDED 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 Extended Appliance Support.

**Integration:** This Certificate 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.