OVERVIEW
This Appliance Support Policy (“Policy”) is effective June 30, 2015, and applies on a global basis. This Policy describes the Appliance Support we provide to business customers for their enterprise-level Appliance under a Support Agreement. We reserve the right to amend this Policy periodically, and will post updates at go.veritas.com/appliance-support.

SCOPE
Veritas will deliver Appliance Support for your Hardware in accordance with the terms of this Policy. Additionally, Veritas will deliver Appliance Support for your Software in accordance with our Technical Support Policy at go.veritas.com/support-fundamentals. Note that the provisions and definitions of your Support Agreement supersede any inconsistent terms in this Policy and the Enterprise Support Policy. You are entitled to receive Appliance Support during the term of your Support Agreement, based on the offering you purchased, and in the country for which you have purchased Appliance Support. Your Support Agreement will state the level of support for your Appliance. If you wish to receive Appliance Support, you must have a valid Support Agreement in effect for both your Hardware and your Software. Depending on which Appliance Support offering you purchase, you will have either one Support Agreement covering both the Hardware and Software, or you will have separate Support Agreements for the Hardware and Software. Where you have separate Support Agreements for your Hardware and Software, you must purchase the same service level for both the Hardware and Software, to ensure consistent coverage. Capitalized terms used in this Policy are defined below or in your Support Agreement.

SUPPORTED CONFIGURATIONS
We will provide Appliance Support for an Appliance when used in a Supported Configuration.

LANGUAGE SUPPORT
We primarily provide Appliance Support in English. Our worldwide support centers will use commercially reasonable efforts to provide local language support during Regional Business Hours, based on available resources. Please refer to the local language support table posted at go.veritas.com/support-fundamentals for additional information.

DESIGNATED CONTACTS
We will provide Appliance Support to you through your Designated Contacts. Your Support Agreement will state the number of Designated Contacts you are entitled to register and use. If you wish to designate additional technical personnel as Designated Contacts, Veritas may charge you applicable fees. Your Designated Contacts will be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. Your Designated Contacts must be technically skilled and knowledgeable about the Appliance in order to help resolve system issues and to assist Veritas in analyzing and resolving service requests; otherwise, our ability to provide Appliance Support to you may be impaired, and Veritas may request that you replace the Designated Contact.
KNOWLEDGE SHARING
You may use our on-line management tool MyVeritas, at https://my.veritas.com/ to log, track, update, and close a Case regarding the Software in your Appliance. Our Technical Support Solutions Handbook ("Handbook") includes information to help you understand how we provide our Appliance Support to you. Our Handbook, along with certain quick reference guides and escalation processes, is located at go.veritas.com/support-fundamentals. Our on-line technical support knowledge base may also include support-related information that you can use to perform self-help. We also provide information through our community forums at http://www.veritas.com/community.

CASE MANAGEMENT ACTIVITIES
We will use commercially reasonable efforts to manage your Case and address your Problem according to our remote or on-site support performance targets listed below, based on the Severity Level of the Problem and its complexity and the support offering purchased. As new support offerings are launched, the targets below may be updated at go.veritas.com/appliance-support. You will be responsible for setting the initial Severity Level for your Problem based on the Severity Level definitions in this Policy. If the seriousness of your Problem changes, we will discuss changing the Severity Level with you. You must provide us with timely responses and any information we may reasonably need to address your Problem. We will take steps reasonably sufficient to address your Problem. Refer to the Handbook for examples of these types of steps. In some cases, we may recommend that we remotely perform diagnostic and troubleshooting activities. To initiate such remote access, we will need your express consent (for example, via a click-through agreement). Note, that if you have logged a Severity 1 Problem, our initial efforts will focus on making your Appliance operational, and there may be temporary degradation in performance while we continue to work to address your Problem.

PERFORMANCE TARGETS
The chart below shows our target timeline to provide an Initial Response to your Problem via remote technical support, based on the Severity Level of your Problem. Veritas may further agree to dispatch service personnel to provide on-site Appliance Support for your Hardware or to send a part to you to address your Problem, all pursuant to terms and performance targets stated in your Support Agreement. All Case management targets and delivery timelines are goals and not commitments, and the actual timing may vary based on the Appliance Support offering purchased, and the location of your Appliance.

- Severity 1: Initial Response: Within 30 minutes
- Severity 2: Initial Response: Within 2 hours
- Severity 3: Initial Response: By the same time the next business day
- Severity 4: Initial Response: Within the next business day

ON-SITE SERVICES
If we dispatch personnel to your facility to provide on-site Appliance Support pursuant to your Support Agreement, you will have the following obligations:

- To be present when Appliance Support is provided on-site;
- To remain in visual contact with the service personnel throughout any on-site Appliance Support provided, and to ensure no obstacles or human or machine traffic will impede the service representative when providing the on-site Appliance Support;
- To provide service personnel with access to the Appliance;
- To provide service personnel with adequate working space and facilities including heat, light, ventilation, electric current and outlets;
- To provide an appropriate work environment consistent with applicable Occupational Safety & Health Administration (OSHA) standards or equivalent local standards in the country where the Appliance is installed;
- To provide a local telephone extension (or toll free domestic and international access to service personnel) near the Appliance; and
- To provide carts and lifting devices to move any Appliance weighing 39.7 lb (18 kg) or more, and up to 120 lb (54.5 kg). If you require on-site Appliance Support for any Appliance weighing over 120 lb (54.5 kg), you will be responsible to move that Appliance.
RETURN OF PARTS UNDER A SUPPORT AGREEMENT

In the event that Veritas provides you with a replacement part under your Support Agreement, you must return the defective part to Veritas in accordance with all shipping instructions from Veritas, except where the defective part is a failed disk drive and you have purchased the Veritas Non-Returnable Disk Drive offering for the applicable Appliance. Replacement parts will consist of either a new or refurbished hardware component. If our service personnel install the replacement part for you, please be sure to provide them with the defective part. Please contact your Veritas representative, or refer to our FAQ at go.veritas.com/appliance-support for information on parts return. All defective parts become Veritas’ property upon removal from your site, and you are not entitled to receive a credit for any such defective parts. Except with respect to the Non-Returnable Disk Drive offering, if you fail to return any defective part, you will be charged the then-current fee for that part.

SUPPORT LIFECYCLE

Veritas provides different types of Appliance Support deliverables depending on where your Appliance is in its lifecycle. The Appliance lifecycle starts when it is added to the Veritas price list and becomes commercially generally available for purchase. It reaches its End of Life (‘EOL’) when we remove it from our price list. Eventually it reaches its End of Support Life date, meaning that we cease providing all technical support for it, regardless of the Severity Level of your Problem. Typically the Appliance Hardware and Appliance Software will enter EOL on the same date and follow the same support phases. We will post EOL timelines and a description of Appliance Support deliverables on our corporate website. We will also notify our channel partners about EOL and the related support phases. For more information on our lifecycles and related Support Services deliverables during those lifecycles for the Software portion of your Appliance, please refer to our End of Life Policy, posted at www.veritas.com/licensing/policies.

PAYMENTS

Appliance Support fees are due and payable annually in advance of each annual term or multi-year term of support, unless otherwise stated in your Support Agreement. All Appliance Support services ordered and the related fees are non-cancelable and non-refundable. Veritas is not obligated to provide Appliance Support beyond the end of the prepaid support period.

REINSTATEMENT OF APPLIANCE SUPPORT

If you want to reinstate Appliance Support after a period of non-coverage, we will charge for Appliance Support retroactive to the expiration of your most recent Support Agreement. If you did not originally purchase Appliance Support together with your Appliance and later on want to purchase Appliance Support, we will charge for it retroactive to the date that your Appliance was shipped to you. In each case, we may charge you administrative fees to begin providing Appliance Support following any period of non-coverage. Please refer to the Support Renewals Policy for additional information (go.veritas.com/renewals). In the event that Appliance Support has lapsed for more than 90 days, or if you did not originally purchase Appliance Support and more than 90 days have passed following shipment of the Appliance to your designated shipping location, then Veritas will require your Appliance to be qualified as service-ready before Appliance Support can be reinstated or purchased, respectively. To qualify as service-ready you must meet all applicable requirements set forth by the service team to confirm your Appliance is eligible for Veritas Appliance Support.

EXISTING SUPPORT ENTITLEMENT

If you have a current Support Agreement for a Veritas software product, and wish to use that entitlement for your Appliance, please review our FAQ at go.veritas.com/appliance-support for additional information.

ADDITIONAL COMPONENTS

If your Appliance is covered under a Support Agreement, and you want to expand its capacity by adding Hardware or Software, you will need to update your existing Support Agreement to add these additional components, and purchase the incremental Appliance Support for those expansion components, at the same level as that for the underlying Appliance. Please review our FAQ at go.veritas.com/appliance-support for additional information. The Appliance Support for these additional components will be in effect for the remaining duration of
your Support Agreement for the underlying Appliance. Your renewal will cover the underlying Appliance and all the expansion components you have added during that term of your Appliance Support. If you wish to receive Appliance Support for the expansion components, you must have a Support Agreement in effect for the underlying Appliance to be expanded. If you want to receive Appliance Support for the expansion components, but do not have a current Support Agreement for that underlying Appliance, you will need to buy Appliance Support covering both the underlying Appliance and the expansion components.

If you attempt to expand the capacity of your Appliance by using hardware or software that is not Veritas branded, that may change your Supported Configuration into an Alternative Configuration.

LOCATION OF APPLIANCE

It is important for us to know where your Appliance is installed because that is where we will send service personnel, and that is how we will determine the hours for our delivery of remote and on-site support for your Appliance. Upon Veritas’ request, and each time you request onsite service support or report a non-conforming Appliance under your Hardware Warranty Agreement, you shall advise Veritas of the location of the Appliance and any spare parts or nonconforming replaced components for the Appliance. Any time you change the location of your Appliance from what was previously reported, you must advise Veritas of the new location within ten (10) business days of making that change. This includes a change in location resulting from the sale or transfer of the Appliance. Please follow the instructions stated in the FAQ at go.veritas.com/appliance-support. If you change the location of your Appliance without giving us the required notice, that may cause a delay in our ability to provide Appliance Support, and the performance targets for remote support and onsite support will no longer apply. You are authorized to use the Appliance and receive Appliance Support only in the country stated in your Appliance Support Agreement. If you want to move the Appliance outside of such country, you must first consult with Veritas and obtain our approvals. If we approve a new location for the Appliance in a different country and agree to provide Appliance Support to you in that new location, delivery of Appliance Support will be delayed for the period required for Veritas to coordinate delivery of Appliance Support in that new country. If you change the location of your Appliance within the same country, we expect that it will take at least ten days for us to coordinate delivery of Appliance Support to you in that new location. Please note that there may be a change in the performance targets, service levels and/or pricing of the Appliance Support offering available for your Appliance in the new desired location.

YOUR COMPLIANCE

To help us deliver Appliance Support to you more efficiently and effectively, you need to follow the terms of your agreements with us. If we determine that you are not in compliance with your License Agreement or Support Agreement, or if you have requested assistance for Appliances that are not covered under a Support Agreement, Veritas reserves the right to (1) use Veritas’ standard processes to verify that you are in compliance with your License Agreement or Support Agreement, (2) invoice you for applicable Appliance Support fees, if and as appropriate or (3) in our sole discretion, elect to stop providing Appliance Support for that Appliance until such time as you become compliant.

LIMITATIONS

We will deliver various Appliance components, parts, engineering changes, firmware and other types of updates under your Support Agreement. These updates are designed for use with the specific Appliance covered under that Support Agreement, and not for any other system. Veritas provides Appliance Support to address issues where your Appliance does not conform to its Documentation, where such Appliance is used in accordance with its Documentation. Therefore, Veritas is not responsible to provide Appliance Support for an Appliance that has been damaged by a deliberate act or otherwise affected by a move (whether authorized or not authorized), misuse, accident, modification, natural disaster, act of nature, act of god, power failure or surge, unsuitable physical or operating environment, improper maintenance by you or others, or failure caused by firmware, features, attachments and components that Veritas did not supply. In addition, we are not responsible for delay or inability to provide Appliance Support due to delays you cause or which are caused by network, system or telephone line problems, or by outages or denials of service or any events outside of Veritas’ reasonable control. If you desire to obtain Appliance Support in such case, Veritas may charge additional fees. Veritas is not obligated to provide Appliance Support for an Appliance operating in an Alternative Configuration. From time to time Veritas may issue mandatory engineering changes or other updates under your Support Agreement, and you agree to have them installed. If your Appliance does not include such mandatory updates, it may be deemed an Alternative Configuration. In the event you have not used, installed, serviced or implemented all Software licenses, including the most
up to date versions of the Software for the Appliance, and all Hardware components in accordance with the Documentation, our Appliance Support may be limited or unavailable for your Appliance.

UNSUPPORTED CUSTOMERS
If you do not have a current Support Agreement for your Appliance, you are not eligible to receive the deliverables available under our Appliance Support offerings, including onsite service, updates and upgrades and telephone support. However, you may be entitled to obtain repaired parts or replacement parts for your Appliance under your Hardware Warranty Agreement. Please refer to your Appliance Hardware Warranty Agreement and related FAQ, which may be found at go.veritas.com/appliance-support. The FAQ explains how to submit a request under your Appliance Hardware Warranty Agreement and obtain a Return Material Authorization number (which in some cases will be your Appliance serial number or the customer number indicated in your Appliance Purchase Certificate).

SUBCONTRACTORS
Veritas reserves the right and you consent to our use of subcontractors to provide Appliance Support.

PRIVACY NOTICE AND DATA PROTECTION
Veritas will require you to supply certain personal information (for instance business contact names, titles, business telephone numbers, business e-mail addresses) about yourself and about your Designated Contacts in order to purchase or receive Appliance Support from Veritas. With regard to personal information of Designated Contacts it is your responsibility to ensure that disclosure of such information to Veritas is consistent and compliant with the Support Agreement, and with Veritas’ privacy policy (as published on Veritas.com), as well as with any national laws governing the collection, use and protection of personal information applicable to your country/region of operation. It is your responsibility (i) to inform Designated Contacts that you are providing their information to Veritas in the United States or other countries that may have less protective data protection laws than the region in which they are situated (including the European Economic Area), (ii) to inform them of how it will be used and (iii) to have all appropriate consents required for such transfer and use. Veritas is a global organization and any information collected during the delivery of our Appliance Support may be accessible on a global basis by Veritas, its affiliates, partners and subcontractors, including in countries that may have less protective data protection laws than the country in which you or your Appliance is located. Veritas and our affiliates, partners and subcontractors will use your personal information to enable us to deliver the Appliance Support you have ordered, including communicating with you in relation to Appliance Support. From time to time we may use your personal information or other information you provide to us during the delivery of Appliance Support to enable us to recommend other Veritas services or Products that might be useful to you, pursuant to your permission and in compliance with applicable laws. By providing such personal information, you consent to Veritas using, transferring and processing this information on a global basis for the uses described in this section. For any question regarding the use of personal information or if you wish to restrict our use of your personal information, please contact Veritas Technologies LLC - Privacy Lead, 500 East Middlefield Rd. Mountain View, CA 94043, U.S.A. Telephone 1 (650) 933-1000 Email: privacy@veritas.com.

RIGHTS REGARDING FEEDBACK
Veritas reserves all rights in all suggestions, input and other information or feedback relating to Veritas and its products or services that you provide to us while we are providing Appliance Support to you, and Veritas may use, and may authorize third parties to use, all such information or feedback for any business purposes whatsoever. Notwithstanding the foregoing, Veritas, Veritas’ affiliates, partners and subcontractors will only use your confidential information as defined under and pursuant to applicable agreements between you and Veritas; and we will only use your personal information in accordance with this Policy.

DEFINITIONS:
“Alternative Configuration” means where an Appliance is used in a configuration that does not support such Appliance, or in an environment that is not approved for use with our Appliance, or in which we have not verified our Appliance will operate, or where the Appliance has been tested and is known not to work or works with limited functionality. For these purposes, references to the “environment” mean the hardware
platforms, operating systems, software applications, and other third party solutions you are using with the Appliance.

“Appliance” means a Veritas branded product that consists of Veritas branded hardware (“Hardware”), firmware and Software, and includes any spare part or component of that product. If you purchase Veritas branded components, options and spare parts for that same product, they are included in this definition and are considered part of your Appliance.

“Appliance Support” means the general support services that we provide for your Appliance under the provisions of a Support Agreement, during the term of that Support Agreement. Appliance Support may include remote and onsite technical assistance or technical information, spare parts, firmware updates, engineering changes, Software updates and applicable Content Updates, all depending on the specific Appliance, its product life cycle and related support phase. Appliance Support does not include Appliance installation and installation verification services that Veritas makes generally available as a separate service.

“Case” means a reported Problem that is logged in our global case tracking system and assigned a case identification number.

“Designated Contact(s)” means support personnel you designate and register with Veritas to act as authorized liaisons with Veritas’ Enterprise Technical Support organization.

“Documentation” means the user manuals and release notes accompanying the Appliance.

“Hardware Warranty Agreement” means the agreement between you and Veritas that sets forth Veritas' warranty to you for the Appliance Hardware and remedy for nonconformance to that warranty.

“Initial Response” means when our enterprise technical support personnel take responsibility for your Case and contact you.

“License Agreement” means the Veritas license agreement for the underlying Software.

“Problem” means a technical question or technical issue you may have regarding your Appliance's performance.

“Regional Business Hours” mean standard hours of business operation during the business day in a specific geographic region, based on where the Appliance is installed. Regional Business Hours exclude public holidays and days of rest.

“Severity Level(s)” means the classification of the Problem as a Severity 1, Severity 2, Severity 3, or Severity 4 Problem, as defined herein.

“Severity 1” means a Problem has occurred where no workaround is immediately available, in one of the following situations: (a) production server(s) or other mission critical system(s) are down; (b) a substantial portion of mission critical data is at a significant risk of loss or corruption; (c) a substantial loss of service; (d) business operations have been severely disrupted; (e) a major milestone in a required test system has not been met; or (f) an issue in which the Appliance causes a network or system to fail catastrophically or that compromises overall system integrity or data integrity when the Appliance is installed or when it is in operation (i.e. causing a system crash, loss or corruption of data, or loss of system security) and significantly impacts ongoing operations in a production environment.

“Severity 2” means a Problem has occurred where a major functionality is severely impaired. Operations can continue in a restricted fashion, although long-term productivity might be adversely affected.

“Severity 3” means a Problem has occurred where there has been a limited adverse effect on business operations.

“Severity 4” means a Problem where your business operations have not been adversely affected. Severity 4 issues include suggestions for new features or enhancements in the Appliance, and minor conditions or documentation errors that have no significant effect on your operations.

“Software” means the Veritas software that you have licensed for use as part of your Appliance under a License Agreement.

“Support Agreement” means Veritas’ agreement (including a Veritas Support Certificate) with you describing the deliverables, entitlements and other terms for the Appliance Support that you have purchased for your Appliance. References to a Support Agreement may mean an agreement covering only the Appliance Hardware or only the Software, or both the Appliance Hardware and Appliance Software. The
term “Support Agreement” includes any other documents that the Support Agreement specifically incorporates by reference, including the applicable “Support Description.”

“Supported Configuration” means a configuration in which the Appliance operates in a customer’s environment that solely consists of supported operating systems, hardware platforms, software applications, firmware levels, databases, devices, device drivers, and Veritas custom-developed scripts and other configuration elements stated in your Documentation, or that we have validated, approved, or verified for operation in conjunction with the Appliance. Appliances that include additional software or third party hardware that has not been validated, approved or verified by Veritas will not be considered as operating in a Supported Configuration. For these purposes, references to the “environment” mean the hardware platforms, operating systems, software applications, and other third party solutions you are using with the Appliance.

“We,” “we” or “our” means Veritas Technologies LLC or its subsidiaries.

“You,” “you” or “your” means you as the customer, the company, or the legal entity that has obtained the Appliance to which Appliance Support applies.

ABOUT VERITAS TECHNOLOGIES LLC

Veritas Technologies empowers businesses of all sizes to discover the truth in information—their most important digital asset. Using the Veritas platform, customers can accelerate their digital transformation and solve pressing IT and business challenges including multi-cloud data management, data protection, storage optimization, compliance readiness and workload portability—with no cloud vendor lock-in. Eighty-six percent of Fortune 500 companies rely on Veritas today to reveal data insights that drive competitive advantage. Learn more at www.veritas.com or follow us on Twitter at @veritastechllc.