



Veritas Application Portal

Terms of Service

VERITAS TECHNOLOGIES LLC AND/OR ITS AFFILIATES (“VERITAS”) IS WILLING TO PROVIDE THE SERVICES (DEFINED BELOW) OFFERED ON THIS VERITAS APPLICATION PORTAL (“PORTAL”) TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING SERVICES (REFERENCED BELOW AS “YOU” OR “YOUR”) ONLY ON THE CONDITION THAT YOU ACCEPT THIS TERMS OF SERVICE (“TERMS OF SERVICE”). READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS PORTAL OR THE SERVICES. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND VERITAS. BY ACCESSING THIS PORTAL AND USING THE SERVICES, CLICKING THE “ACCEPT” BUTTON, PRESSING THE “RETURN” KEY, OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, CLICK THE “DECLINE” BUTTON, OR EXIT THE APPLICATION AND MAKE NO FURTHER USE OF THIS PORTAL OR THE SERVICES. THIS TERMS OF SERVICE MAY BE MODIFIED BY VERITAS AT ANY TIME.

1. **License Grant.** Subject to and conditioned upon Your compliance with this Terms of Service, Veritas grants You a non-exclusive, non-transferable, non-sublicensable, limited right and license to (i) access the service offered to You on this Portal to obtain a variety of resources, including user authentication, account creation and management (the “Service”) for Veritas products for which You have a license for internal business purposes, and (ii) use the Services on behalf of a Veritas customer (“Customer”) for Veritas products for which the Customer has a license, for the Customer’s internal business purposes only, provided that You do not misrepresent Veritas’ ownership of the Services.
2. **License Restrictions.** As a condition of Your use of the Services, You will not use the Services for any purpose that is unlawful, harmful, offensive or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Veritas server, or the network(s) connected to any Veritas server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Veritas server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. You may never access or attempt to access the Veritas internal network or perform unauthorized testing or scanning (including penetration testing).
3. **Access to the Service.** Veritas shall provide You with an account, user name and password to access the Service. You are entirely responsible for maintaining the confidentiality of Your account, user name and password. Furthermore, You are entirely responsible for any and all activities that occur under Your account. You shall promptly provide written notice to Veritas of the loss, theft or unauthorized disclosure or use of any user name or password of which You become aware. You shall remain liable for any unauthorized use of a user name or password occurring before You deliver written notice of such loss, theft, or unauthorized disclosure or use. Notice to be provided to support.cloud@Veritas.com.
4. **Renewal Notices.** Veritas shall use commercially reasonable efforts to notify You and/or Your Customer of the expiration of any Service or Service features or Service functionality at any given time.
5. **Confidentiality.** Each party agrees and undertakes that during the term and thereafter in perpetuity it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party any information of a confidential nature (including without limitation trade secrets and information of commercial value) which may become known to that party from the other party ("Confidential Information"). “Confidential Information” shall include user names and passwords for the Service. Confidential Information shall not include information that: (i) is public knowledge or (ii) is already known to that party at the time of disclosure or (iii) subsequently becomes public knowledge other than by breach of this Terms of Service or (iv) subsequently comes lawfully into the possession of that party from a third party or (v) is requested by a law enforcement official or is responsive to a subpoena or other legal process, such that



disclosure of such information is required or permitted by law. To the extent necessary to implement the provisions of this Terms of Service, each party may disclose the Confidential Information to those of its employees and sub-suppliers as may be reasonably necessary or desirable provided that before any such disclosure each party shall make those employees and sub-suppliers aware of its obligations of confidentiality under this Terms of Service and shall at all times procure compliance by those employees and sub-suppliers with them.

6. **Fees.** The Service is currently provided without charge to You. Veritas may change its fees and payment policies for the Service from time to time by updating this Terms of Service.
7. **Ownership/Title.** Veritas and its licensors retain any and all rights, title and interest in and to Veritas Confidential Information and Service, including in all copies, improvements, enhancements, modifications and derivative works thereof.
8. **Indemnity.** You shall indemnify, defend and hold Veritas and its directors, officers, agents, employees, successors and assigns harmless from any and all third-party claims, suits proceedings, judgments, damages, and/or costs (including reasonable attorneys' fees and expenses) based on or arising out of Your breach of this Terms of Service. Veritas will give You prompt written notice of any third party claim subject to this indemnity provision. Veritas will reasonably cooperate with You in the settlement or defense of any such claim and You will not take any action to settle or defend any such claim without Veritas' prior written consent.
9. **WARRANTY DISCLAIMER.**
 - a. VERITAS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. VERITAS MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ACCESS TO THE SERVICE WILL BE AVAILABLE AT ALL TIMES. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.
 - b. You shall (a) conduct business in a manner that reflects favorably at all times on the Services and the good name, good will, and reputation of Veritas; (b) promote proper use of the Services; (c) avoid false, deceptive, misleading, offensive or unethical practices that are or might be detrimental to Veritas, the Services or the public; (d) not make any representation, warranty, or guarantee to other third parties with respect to the specifications, features, or capabilities of the Services that are inconsistent with that published by Veritas; and (e) not provide the Services or any other Veritas commodities, software or technologies to any proscribed party on the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons", the United States Commerce Department's "denied parties list" or the United States Commerce Department's "BIS Entity List".
10. **LIMITATION OF LIABILITY.** 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 OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS 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 THIS TERMS OF SERVICE, EVEN IF VERITAS OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS HAS BEEN ADVISED SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL VERITAS' LIABILITY EXCEED THE FEES YOU PAID FOR THE SERVICE GIVING RISE TO THE CLAIM. NOTHING IN THIS TERMS OF SERVICE SHALL



EXCLUDE OR LIMIT VERITAS' LIABILITY FOR ANY LIABILITY WHICH BY LAW CANNOT BE EXCLUDED OR LIMITED.

11. **Termination.** This Terms of Service shall commence on the date You click the 'Accept' button or by accessing this Portal and using the Services. This Terms of Service shall terminate upon Your breach of any term contained herein. Veritas may discontinue the Services at any time at its sole discretion. Upon such termination or discontinuation, You shall immediately stop using the Service.
12. **Export Regulation.** You acknowledge that the Services and related technical data and services (collectively "Controlled Technology") are subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant laws and to not export any Controlled Technology in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. All Veritas products, including the Controlled Technology are prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions. You hereby agree that You will not export or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.
13. **Survival.** The following provisions of this Terms of Service survive termination of this Terms of Service: License Restrictions and any other restrictions on use of intellectual property, Confidentiality, Ownership/Title, Indemnity, Warranty Disclaimers, Limitation of Liability, Export Regulation, Survival, and General.
14. **General.**
 - a. **Modifications.** Veritas retains the right, without prior notice and at its sole discretion, to modify, upgrade or otherwise make changes to the Service.
 - b. **Force Majeure.** Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that the party relying upon this Section 15(b) gives prompt written notice thereof; and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Terms of Service upon written notice.
 - c. **Severability.** If any provision of this Terms of Service should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.
 - d. **Independent Contractors.** The parties to this Terms of Service are independent contractors. Neither party is an agent, representative, joint venturer, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability, or to otherwise bind, the other party. Each party shall bear its own costs and expenses in performing this Terms of Service.
 - e. **Non-Assignment.** You may not assign the rights granted hereunder or this Terms of Service, in whole or in part and whether by operation of contract, law or otherwise, without Veritas' prior express written consent. Such consent shall not be unreasonably withheld or delayed. A change of control is deemed an assignment under this Section.
 - f. **Compliance with Applicable Law.** You are solely responsible for Your compliance with, and You agree to comply with, all applicable laws, rules, and regulations in connection with Your use of the Service.



- g. Governing Law. If You are located in North America or Latin America, this Terms of Service will be governed by the laws of the State of California, United States of America. Otherwise, this Terms of Service 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 Terms of Service is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this Terms of Service shall remain in full force and effect. A waiver of any breach or default under this Terms of Service shall not constitute a waiver of any other subsequent breach or default.
- h. Future Releases. The Service may contain forward-looking information about Veritas products. Any forward-looking indication of plans for products is preliminary and all future release dates are tentative and are subject to change. Any future release of the product or planned modifications to product capability, functionality or feature are subject to ongoing evaluation by Veritas, and may or may not be implemented and should not be considered firm commitments by Veritas, and should not be relied upon in making purchasing decisions.
- i. Third Party Programs. The Service may contain third party software programs ("Third Party Programs") that are available under open source or free software licenses. This Terms of Service does not alter any rights or obligations You may have under those open source or free software licenses. Notwithstanding anything to the contrary contained in such licenses, the disclaimer of warranties and the limitation of liability provisions in this Terms of Service shall apply to such Third Party Programs. The list of Third Party Programs and applicable licenses are included in the Third Party Legal Notice Appendix included on the Service Portal.
- j. Notices and Communications. You will make all notices, demands or requests to Veritas with respect to this Terms of Service in writing to the "Contact" address listed on the Portal, with a copy to: General Counsel – Legal Department, Veritas Technologies LLC, 500 Middlefield Road, Mountain View, California, USA 94043.
- k. Entire Agreement. This Terms of Service is the complete and exclusive agreement between You and Veritas relating to the Services and supersede any previous or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter. This Terms of Service prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by You, even if signed and returned. This Terms of Service may be modified by Veritas at any time.