



## VERITAS BUSINESS CRITICAL SERVICES CERTIFICATE

Thank you for your purchase of Veritas Business Critical Services. 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 products and/or services identified on the front of this Certificate (or if not on the face of this Certificate then in the entitlement details page of Your account within the Veritas Licensing Management portal).

If you do not have a manually 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 (“Services Description”), as such Services Description is updated by Veritas from time to time in its sole discretion, provided that any update to the Services Description will only apply to Customer’s purchased BCS upon renewal, (iii) if BCS is for add-on services, as indicated in the Service Description, any relevant terms in the underlying BCS agreement between Veritas and Customer (“BCS Agreement”), and (iv) any relevant terms in the license agreement between Veritas and Customer for the Eligible Software (as defined below) (“License Agreement”). Capitalized terms not otherwise defined in this Certificate shall have the meaning given in the License Agreement, or the BCS Agreement, as applicable. Such License Agreement, and BCS Agreement, if applicable, are incorporated herein by reference. By using BCS, you indicate your consent and agreement to the terms of the Agreement, and you ratify such consent and agreement in each instance of ongoing access and use of BCS.

### CERTIFICATE TERMS

1. BCS. Veritas will provide BCS as described in the applicable Services Description for the specific BCS offering(s) Customer has purchased.

2. PAYMENT. 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.

3. TERM; AUTORENEWAL; TERMINATION

a. Term/Autorenewal. Customer agrees that it is purchasing the BCS for the period purchased (“Minimum Period”), and that upon expiration of such Minimum Period, BCS will renew for consecutive renewal periods of twelve (12) months (each a “Renewal Term”), at the then-current list price, subject to the general availability of the applicable BCS offering on Veritas’ then-current price list. Notwithstanding the foregoing, either Veritas or Customer may elect not to renew BCS by providing at least sixty (60) days written notice prior to the expiration of the Minimum Period or any current Renewal Term. Customer agrees that it is obligated to pay the applicable BCS fees for the Minimum Period and each annual Renewal

Term. If Customer purchases a Renewal Term through a Veritas authorized distributor/reseller, then the amount of fees and payment terms for Customer's Renewal Term will be those fees and payment terms that are separately arranged between Customer and such distributor/reseller.

b. 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.

4. 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. 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).

5. PRIVACY AND DATA PROTECTION. For the purpose of providing BCS to Customer pursuant to this Certificate, Veritas will require Customer to supply certain personal information (such as business contact names, business telephone numbers, business e-mail addresses). Customer 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 Customer is located. By providing such personal information, Customer 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, Customer may contact Veritas Technologies LLC - Privacy Lead, 500 East Middlefield Road, Mountain View, CA 94043, U.S.A. Email: [privacy@veritas.com](mailto:privacy@veritas.com).

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

7. ASSIGNMENT. Customer may not assign the rights granted hereunder or this 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.

8. 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.

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