



### Service Overview

The Veritas Business Critical Services Premier services (the “Service”) are value added support services that can be configured to meet the discrete needs of Customer that combine personalized proactive services with expedited response to minimize Customer IT risk and maximize uptime. This Service is only available to a Customer who has licensed the particular Veritas software product(s) for which the Service is purchased, as indicated on the Certificate or written agreement referencing this Services Description.

**This Service Description, with any attachments included by reference, is part of any agreement which incorporates this Service Description by reference (collectively, the “Agreement”), for those Services which are described in this Service Description and are provided by Veritas.** This Services Description applies to BCS Premier Services purchased on or after May 5, 2014 or as agreed by Veritas and Customer.

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## Technical/Business Functionality and Capabilities

### Service Features:

Services include the following services delivered for the Eligible Software in the applicable Product Family installed in production environments in the Territory.

- **BCAM Coverage.** Customer will be assigned a named Business Critical Account Manager (“BCAM”), who will serve as Customer’s primary account contact for Services. The BCAM will (i) deliver account reviews, scheduled at a mutually convenient time; (ii) provide case management assistance; and (iii) be alerted on a 24x7 basis when a Severity 1 case has been logged. The BCAM is available during local business hours in the Territory (as defined below). BCS Premier Services typically include up to 25 work days of BCAM assistance for each annual BCS term, with additional BCAM assistance available as a separate offering. For purposes of the Services, a “work day” means a standard eight (8) hour workday in accordance with Veritas’ local business hours.
- **Escalation Management.** Customer will have access to Escalation Management on a 24x7x365 basis. Escalation Management will provide monitoring and communication around Severity 1 production system down cases, including BCAM notification of such cases on a 24x7 basis.
- **Designated Contacts.** Customer may designate an unlimited number of individuals in the Territory as “Designated Contacts” to interact with Veritas with respect to the Services. Customer’s Designated Contacts are the primary focal point for the BCAM at the customer site. They are typically responsible for overseeing requests for assistance, developing and deploying troubleshooting processes within their organization, initiating escalations and requesting the delivery of BCS deliverables (such as Proactive Services and Onsite Support Assistance) throughout the term of Customer’s BCS agreement.
- **Proactive Services.** The following Proactive Services are available to Customers upon request. Service delivery is coordinated through the BCAM and delivered by the pool of Business Critical Engineers (“BCE”). Service delivery is dependent upon BCE availability, with the scope of service as agreed between Veritas and Customer for each Proactive Service. All Proactive Services are delivered remotely via telephone, email, and if needed, concluded with an online meeting to discuss the findings and deliver any required reports. All Proactive Services must be delivered during the then-current Agreement term.



Upgrade Assistance Service	Assists Customer in reviewing a documented upgrade plan and provide recommendations for upgrade of a deployed Veritas product from one supported version to another version.
NetBackup Configuration Review Service	An analysis of Customer's deployed NetBackup configuration and current state of the environment. A proprietary data collection process obtains a point-in-time snapshot of the deployed NetBackup operational environment over a fixed duration. Based on the collected data, a BCE will provide a personalized analysis outlining deviations from Veritas' recommended practices, including the potential impact and advice on remediation options.
Storage Foundation High Availability Configuration Review Service	An analysis of Customer's deployed Storage Foundation High Availability configuration and the current state of the environment. A proprietary data collection process obtains a point-in-time snapshot of a deployed infrastructure with minimal Customer effort. Based on the collected data, a BCE will provide a personalized analysis outlining deviations from Veritas' recommended practices, including the potential impact and advice on remediation options.
Enterprise Vault Configuration Review Service	An analysis of Customer's deployed Enterprise Vault configuration and the current state of the environment. A proprietary data collection process obtains a point-in-time snapshot of a deployed infrastructure with minimal Customer effort. Based on the collected data, a BCE will provide a personalized analysis outlining deviations from Veritas' recommended practices, including the potential impact and advice on remediation options.
NetBackup Master Server Hardware Migration	Assists Customer with migration of a supported version of single NetBackup master server software deployment to a different physical hardware server, in order to comply with compatibility matrices, update older hardware platforms, or as part of a master server physical move. The hardware migration may also include changing the operating system on which the NetBackup master server is deployed.
NetBackup Master Server Renaming	Assists Customer with changing the name of a single server NetBackup master server deployment regardless of the hardware or operating system deployed.



NetBackup Master Server Windows Relocation	Assists Customer with a move of a NetBackup master server deployed on a supported Microsoft Windows environment from one drive letter to another within the same hardware platform.
NetBackup Disaster Recovery Testing	Assists Customer with a review of Customer's disaster recovery test plan as it pertains to Veritas products. This Proactive Service requires the NetBackup product to be used for recovery of data.
Enterprise Vault Application Migration Assistance	Assists Customer with migration of a supported version of Enterprise Vault software deployment to a different physical hardware server or virtual server in order to comply with compatibility matrices, update older hardware platforms, or as part of a physical-to-virtual (P2V) move. The hardware migration may also include changing the operating system on which the Enterprise Vault server is deployed. The exact number of Enterprise Vault servers that can be migrated in a single engagement will be customized per engagement and based on various environmental factors.
Enterprise Vault SQL Migration Assistance	Assists Customer with migration of Enterprise Vault SQL databases to a different physical hardware server or virtual server in order to comply with compatibility matrices, update older hardware platforms, or as part of a physical-to-virtual (P2V) move. The hardware migration may also include changing the operating system or version of Microsoft SQL on which the Enterprise Vault databases are deployed. The exact number of SQL databases that can be migrated in a single engagement will be customized per engagement and based on various environmental factors.
Enterprise Vault Discovery Accelerator Round Table	Our Discovery Accelerator Round Table sessions put the legal or HR users in direct contact with a subject matter expert from the Business Critical Engineer team for a compact, interactive "power user" knowledge sharing. Formal classes are always available through Veritas Education; the Round Table sessions help fill the gaps in practical knowledge.



- **Onsite Support Assistance.** Onsite support may be available for assistance with Severity 1 production system down cases at the Customer Site. Onsite support is subject to the following limitations:
  - The Eligible Software in question must be currently supported by Veritas Support and has not reached “end of support life”
  - The issue must be a “Severity 1 production system down” case
  - All critical and/or requested case information has been provided to the Veritas Technical Support Engineer (“TSE”) assisting with the case
  - The TSE has had reasonable time to review the data and develop a plan of action
  - Should a Veritas resource be dispatched, they must have full access to the systems in question
- **Extended Support.** Customer will receive Extended Support for certain Major Release(s) (and related Minor Releases) (“Release(s)”) of the Eligible Software, if available. The following URL lists, by Product Family, the Release(s) eligible for coverage under Extended Support: <http://go.veritas.com/support-extensions-coverage>. Extended Support consists of Legacy Support, if available, or Sustaining Support, if Legacy Support is not available.
  - **Legacy Support.** Legacy Support consists of the support services described below and is provided by Veritas once a Release has reached the beginning of its Partial Support phase, as such phase is described in the Veritas End of Life Policy for Business Software Products (“EOL Policy”).
    - Access to technical support via telephone and web-based communication on a 24x7 basis;
    - Access to the Veritas technical support website including, as available, content specifically applicable to Legacy Support; and
    - Provision of engineering modifications or Fixes primarily for those Problems where there has been data loss, production systems are inoperable, significant security vulnerabilities are identified, or there are other significant product defects.
  - **Sustaining Support.** Sustaining Support consists of the support services described below and is provided by Veritas after a Release has reached its End of Support Life, as such phase is described in the EOL Policy.
    - Access to technical support via web-based communication on a 24x7 basis;
    - Access to the Veritas technical support website including, as available, content specifically applicable to Sustaining Support; and
    - Provision of known Fixes/Patches/Workarounds, existing Maintenance Packs, or information from Veritas’ technical knowledge base in response to Licensee’s requests for assistance



**Applicability of Support Policies:** Extended Support will be provided in accordance with Veritas' Enterprise Technical Support Policy and other support policies that may be revised and updated by Veritas from time to time without notice to Licensee. Please refer to <http://go.veritas.com/support-fundamentals> for copies of such policies.

Notwithstanding any language to the contrary in the Enterprise Technical Support Policy or the EOL Policy, the following shall apply to Extended Support:

- Veritas will provide Licensee with the Extended Support services described herein notwithstanding any provisions to the contrary under the EOL Policy. In certain circumstances, however, Extended Support may be modified or terminated by Veritas pursuant to the EOL Policy or as otherwise required by Veritas or its licensors prior to the end of the then-current Agreement term.
- Veritas will use commercially reasonable efforts to provide Sustaining Support within the standard performance targets for all Problems, as detailed in the applicable support guidelines, but in no event shall those efforts be greater than those provided for a Severity 2 Problem.
- **Training Entitlement.** Customer may register Designated Contacts for enrollment in a Veritas-delivered instructor led live classroom training session ("ILT") at a Veritas training facility or instructor-led training session via a webcast ("Virtual Academy" or "VA"), (each, a "Training Session"). Training Entitlement is based on open seat availability within publicly available Training Sessions. Designated Contacts may be registered for enrollment in ILT or Virtual Academy by contacting the BCAM.
  - A Training Session must be for Eligible Software in the Product Family. Please note that Training Sessions may not be available for all Eligible Software.
  - Training Entitlement is available only to Designated Contacts.
  - Training Entitlement is limited to the classes available on the then-current published Veritas class schedule.
  - Training Entitlement is valid only during the then-current Agreement term of the underlying BCS Premier Services, provided that such BCS Premier Services are not suspended or terminated earlier in accordance with the terms of the Agreement. Any Training Sessions must occur during the then-current Agreement term and prior to the termination or expiration of the Agreement.
  - Customer is responsible for all travel and expenses incurred by its personnel in attending a Training Session.
  - If a Training Session is not currently scheduled or otherwise publicly available, an "Addition to Public Schedule" request may be made to Veritas through the BCAM. Veritas' ability to add Training Sessions to the public schedule in response to such a request, and the timing of the addition will be dependent on the number of students requiring the class and Veritas' available resources (e.g., classrooms, instructors, VA infrastructure), and will be at the sole discretion of Veritas.
  - Training Sessions are subject to the cancellation policy listed below.



**Copyright Warning; Restrictions on Use.** All Veritas training and class materials, including supplemental information (“Materials”), are the sole property of Veritas, protected by the Copyright Laws of the United States (Title 17, United States Code), and the laws of other countries where courses are available, governing the making of copies or other reproductions of copyrighted material. Each Training Session is designed for an authorized, single user only. Any copy, distribution or disclosure of the contents of class Materials without the written authorization of Veritas is strictly prohibited. Customer may not use the Materials for any purpose other than for Customer’s own education purposes and no additional license is implied. Customer may not copy, transfer, lease, assign, make available for timesharing or sublicense Veritas copyrighted Materials, in whole or in part, nor modify, reproduce nor distribute the Materials electronically or otherwise. No right, title or interest to any trademarks, service marks or trade names of Veritas is hereby granted. Unauthorized or improper use of Materials may result in civil and criminal penalties.

**Cancellation Policy.** The following cancellation policy supersedes any other cancellation policy Customer or Customer’s registered attendees may receive upon registration or attendance of a Training Session. All changes to a class registration must be made to Veritas in writing. Customer’s cancellation request must be received at least ten (10) business days prior to the start date for the Training Session. Veritas reserves the right, in its sole discretion, to suspend Customer’s Training Entitlement for a four-month period or the remainder of the then-current Agreement term, whichever is less, in the event that Customer’s registered attendees demonstrate a repeated history of either (i) cancelling less than ten (10) days prior to the Training Session start date or (ii) failing to attend a Training Session.

Veritas reserves the right to reschedule or cancel a course due to low enrollment or if necessitated by other circumstances. Veritas will notify Customer via email at least ten (10) business days prior to the Training Session start date. Once notified, Customer may reschedule. Veritas shall not be liable for nonrefundable travel arrangements or any expense incurred if a Training Session is rescheduled.

### Eligible Software

Eligible Software is the Veritas software eligible for coverage under the Service, identified by Product Family, at the following URL: <http://go.veritas.com/bcs-coverage>. The list of Eligible Software may be revised and updated by Veritas from time to time without notice to Customer. If Veritas includes additional software in the Product Family for which Customer currently has Services, then Customer’s Services shall automatically include such additional Eligible Software without the payment of additional Services fees.



## Service Specific Terms

### Prerequisites

Customer must hold a valid License Agreement for the underlying Eligible Software and have a current support agreement for Essential Support for the Eligible Software. If Customer has a site license then Customer is required to maintain Essential Support for all Software covered under a site license. Further, Veritas is not obligated to provide any credits, refunds or extensions of BCS Premier Services when Services are suspended for Customer's failure to maintain Essential Support.

### Support Policies

Except as otherwise provided in this Service Description, Services will be provided in accordance with Veritas' Enterprise Technical Support Policy and other relevant support policies, any of which may be revised and updated by Veritas from time to time without notice to Customer. Please refer to <http://go.veritas.com/support-fundamentals> for copies of such policies.

## Definitions

Capitalized terms used in this Service Description, and not otherwise defined in the Agreement or this Services Description, have the meaning given below

**"Customer Site"** means any Customer production location in the Territory.

**"Territory"** means the single country designated by Customer to Veritas in writing.