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**1. 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 Enterprise Technical Support 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.

**2. 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 Veritas Enterprise Technical Support 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.

#### **Terms and Conditions:**

- **Payment:** Licensee's right to receive Extended Support is subject to payment of fees for both the required Essential Support and such Extended Support. If Licensee fails to pay such fees, and the amount due remains unpaid ten (10) days following written notice to Licensee of non-payment, then Veritas shall have the right to suspend or terminate the provision of Extended Support. The requirements in this Certificate to maintain and pay for Essential Support are separate from and do not change Licensee's obligation to maintain and pay for Essential Support under any other agreement between Veritas and Licensee.
- **Releases Eligible to Receive Legacy Support:** The following URL <http://go.veritas.com/support-extensions-coverage> lists, by Product Family, the Release(s) eligible for coverage under Legacy Support. Licensee acknowledges that Legacy Support will only be provided for Release(s) under the specific Product Family for which Licensee has purchased Legacy Support and that the list of Release(s) may be revised, updated and posted to that URL by Veritas from time to time without notice to Licensee. During the Term, if Licensee purchases additional licenses within the Product Family covered by this Certificate and desires to obtain Legacy Support for those licenses, Licensee agrees to pay the additional Legacy Support fee associated with those licenses.

- Releases Eligible to Receive Sustaining Support: The following URL <http://go.veritas.com/support-extensions-coverage> lists, by Product Family, the Release(s) eligible for coverage under Sustaining Support. Licensee acknowledges that Sustaining Support will only be provided for Release(s) under the specific Product Family for which Licensee has purchased Sustaining Support and that the list of Release(s) may be revised, updated and posted to that URL by Veritas from time to time without notice to Licensee. During the Term, if additional Release(s) are added to the Product Family covered under this Certificate, and Licensee desires to obtain Sustaining Support for those licenses for such Releases, no additional Sustaining Support fee shall apply for coverage of such licenses.
- Applicability of Support Policies: Except as otherwise provided in this Certificate, 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, the following shall apply to Extended Support:

1. Veritas will provide Licensee with the Extended Support services described herein notwithstanding any provisions to the contrary under Veritas' end of life policies and procedures set forth in the Enterprise Technical Support Policy. In certain circumstances, however, Extended Support may be modified or terminated by Veritas pursuant to the Enterprise Technical Support Policy or as otherwise required by Veritas or its licensors prior to the end date.
  2. Veritas will use commercially reasonable efforts to provide Sustaining Support within the standard performance targets for all Problems, as detailed in the Enterprise Technical Support Policy, but in no event shall those efforts be greater than those provided for a Severity 2 Problem.
- Designated Contacts: Only those Designated Contacts under the Support Agreement may contact Veritas technical support for Extended Support under this Certificate. No additional Designated Contacts are included in Extended Support.
  - Scope of Support: Licensee's technical assistance may be limited for certain Releases if Licensee has not installed and implemented all licenses for such Releases in accordance with the directions for installation provided by Veritas.
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