

**Veritas Business Critical Services – Cleared Support Services
Verified Support
Terms and Conditions**

This document (the “Certificate”) is a legal agreement between the end user (“Licensee”) and Veritas Technologies LLC and/or its affiliates or subsidiaries (“Veritas”). This Certificate and the rights granted herein apply to Supported Products (as defined below) for which Licensee has purchased Cleared Support Services-Verified Support (“CSS-VS Services”). 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 Licensee’s account within the Veritas Licensing Management portal).

IF LICENSEE DOES NOT AGREE TO THESE TERMS, THEN VERITAS IS UNABLE TO PROVIDE CSS-VS SERVICES TO LICENSEE. DELIVERY OF THIS CERTIFICATE IS PROVIDED TO CONFIRM LICENSEE’S RECEIPT OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

I. CSS-VS Services: Commencing on the issue date, Veritas will provide to Licensee CSS-VS Services for the Supported Products (as defined below) for the period purchased (“Term”).

- **CSS-VS Services.** CSS-VS Services shall mean: (i) support services consisting of initial verification of Licensee’s entitlement and subsequent remote diagnostic and troubleshooting performed only by United States citizens in the fifty (50) states of the United States and (ii) performed at up to a total of three (3) Supported Data Centers as designated in writing by Licensee to Veritas.

Supported Products. The following URL <http://go.veritas.com/cleared-support-services> lists, the Supported Products, for which CSS-VS Services are provided under this Certificate, subject to purchase by Licensee of Essential Support for each Product Title designated by Licensee to be covered hereunder. Licensee acknowledges that the list of Supported Products may be revised and updated by Veritas from time to time without notice to Licensee.

- **Renewal Term; Fees for Renewal Term.** Unless otherwise terminated, Licensee’s annual subscription for CSS-VS Services will automatically renew for additional periods of twelve (12) months each (each, a “Renewal Term”), subject to general availability of CSS-VS Services on Veritas’ then-current price list and subject to Licensee’s satisfaction of all requirements set forth in this Certificate. The CSS-VS Services fees charged to Licensee or to a Veritas authorized distributor/reseller, as applicable, for each twelve (12) month period of any Renewal Term, shall be the CSS-VS Services fees for the immediately preceding twelve (12) month period (“Base CSS-VS Services Fee”) plus an increase not to exceed more than three percent (3%) over the Base CSS-VS Services Fee. If Licensee purchases the Renewal Term through a Veritas authorized distributor/reseller, then the amount of fees for Licensee’s Renewal Term and payment terms will be those fees and terms that are separately arranged between Licensee and such distributor/reseller.

II. Prerequisites for CSS-VS Services:

- **Required License Agreement and Maintenance/Support.** Licensee must hold a valid license agreement (“License Agreement”) for the underlying Software Product Title and have a current support agreement for Essential Support for each Software Product Title. Designated Contacts for CSS-VS Services shall be those same Designated Contacts established in connection with Essential Support for each Product Title designated by Licensee for coverage hereunder.
- **Payment.** Licensee’s right to receive CSS-VS Services is subject to payment of applicable annual fees for (i) all required Essential Support and (ii) CSS-VS Services. If Licensee fails to pay CSS-VS Services fees and such sums due remain 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 CSS-VS Services for the Supported Products. If Licensee fails to pay for required Essential Support, and such sums due remain unpaid ten (10) days following written notice to Licensee of non-payment, then Veritas shall also have the right to suspend or terminate the provision of Essential Support for such unsupported Product Titles, and in which case Veritas may also suspend or terminate CSS-VS Services for such Supported Products.

III. Terms and Conditions:

- **Support Policies:** The CSS-VS Services will be provided in accordance with (i) Veritas’ Enterprise Technical Support Policy (including the Initial Response, Service Restoration and Solution Delivery goals identified on Exhibit B for Business Critical Services); and (ii) other relevant support policies, any of which 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. Under Veritas' Enterprise Technical Support Policy, support services may be discontinued for a particular version of Software prior to the end date of the Term.

- **Limitations.** Licensee shall have no right to sell, resell, outsource, or otherwise transfer the benefits of CSS-VS Services to any third party under any circumstances. Licensee shall not assign, delegate, or subcontract any of its rights or obligations under this Certificate absent Veritas' written consent, except to the extent expressly permitted under the License Agreement.
- **Termination.** Licensee's CSS-VS Services may be terminated (i) by Veritas for Licensee's non-payment of applicable fees; or (ii) automatically upon any termination of the License Agreement or any termination of required Essential Support. Additionally, either Veritas or Licensee may decline to renew the CSS-VS Services under this Certificate for additional Renewal Terms by providing written notice to the other at least sixty (60) days before the end of the then-current term. No refund will be due for any termination of CSS-VS Services.
- **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.

DISCLAIMER OF DAMAGES: WITH RESPECT TO THE CSS-VS SERVICES, 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 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 THE PROVISION OF SUPPORT SERVICE(S), EVEN IF THE PARTY, ITS RESELLERS, SUPPLIERS OR ITS AGENTS HAS BEEN TOLD SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL VERITAS' LIABILITY EXCEED THE PURCHASE PRICE FOR THE CSS-VS SERVICES. NOTHING IN THIS CERTIFICATE SHALL EXCLUDE OR LIMIT VERITAS' LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

INTEGRATION: This Certificate, as supplemented by any relevant terms in the License Agreement not otherwise defined herein, constitutes the entire agreement between this parties pertaining to the subject matter hereof, and, except as otherwise agreed upon in writing by the parties, supersedes any and all prior written or oral agreement with respect to such subject matter.